

OCT 16, 2020 01:41 PM


Greg G. Allen, Clerk
Forsyth County, Georgia

**IN THE SUPERIOR COURT OF FORSYTH COUNTY
STATE OF GEORGIA**

ALEC PETERS,

Plaintiff & Counter-Claim Defendant,

v.

PAUL JENKINS,
META STUDIOS LLC, and
META STUDIOS ATL LLC,

Defendants and Counter-Claim Plaintiff.

Civil Action File No.

20CV-1257-3

**FIRST AMENDED ANSWER, AFFIRMATIVE DEFENSES, AND
COUNTERCLAIMS OF DEFENDANTS PAUL JENKINS, META STUDIOS
LLC AND META STUDIOS ATL LLC TO AMENDED COMPLAINT OF
ALEC PETERS**

COME NOW, Defendants PAUL JENKINS, META STUDIOS LLC AND
META STUDIOS ATL LLC (collectively, “Defendants”) in the above styled action
and make this their First Amended Answer, Affirmative Defenses, and
Counterclaims to Plaintiff ALEC PETERS (“Plaintiff”) Amended Complaint
[Docket # 8] as follows:

AMENDED ANSWER TO PLAINTIFF’S AMENDED COMPLAINT

Response to Individually Numbered Paragraphs of Plaintiff’s Amended Complaint

Defendants answer the specifically enumerated paragraphs of Plaintiff’s Amended Complaint as follows:

1. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 1 of Plaintiff’s Amended Complaint and, on this basis, deny those allegations.

2. Defendants admit the allegations contained in Paragraph 2 of Plaintiff’s Amended Complaint as stated.

3. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 3 of Plaintiff’s Amended Complaint, on this basis, deny those allegations. Defendants deny that Axanar Productions, Inc. is a non-profit company based on Axanar Productions, Inc. being listed as a “Domestic Profit Corporation” by the Georgia Secretary of State.

4. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 4 of Plaintiff’s Amended Complaint and, on this basis, deny those allegations.

5. Defendants admit the allegations contained in paragraph 5 of Plaintiff’s Amended Complaint.

6. Defendants deny the allegations contained in Paragraph 6 of Plaintiff's Amended Complaint.

7. Defendants deny the allegation contained in Paragraph 7 of Plaintiff's Amended Complaint.

8. Defendants deny the allegation contained in Paragraph 8 of Plaintiff's Amended Complaint, as stated.

9. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegation contained in Paragraph 9 of Plaintiff's Amended Complaint and, on that basis, deny that allegation.

10. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 10 of Plaintiff's Amended Complaint and, on that basis, deny the allegations.

11. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 11 of Plaintiff's Amended Complaint and, on that basis, deny the allegations.

12. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegations contained in Paragraph 12 of Plaintiff's Amended Complaint and, on this basis, deny those allegations.

13. Defendants lack knowledge or information sufficient to form a belief

about the truth of the allegations contained in Paragraph 13 of Plaintiff's Amended Complaint and, on that basis, deny those allegations.

14. Defendants admit that in October 2017 Mr. Peters invited Mr. Jenkins to join the Axanar team. Defendants deny the remaining allegations contained in Paragraph 14 of Plaintiff's Amended Complaint, as stated.

15. Defendants admit that Mr. Jenkins knowingly joined the Axanar team in October 2017. Defendants deny the remaining allegations contained in Paragraph 15 of Plaintiff's Amended Complaint, as stated.

16. Defendants deny the allegations contained in Paragraph 16 of Plaintiff's Amended Complaint, as stated.

17. Defendants deny the allegations contained in Paragraph 17 of Plaintiff's Amended Complaint, as stated.

18. Defendants admit the allegations contained in Paragraph 18 of Plaintiff's Amended Complaint.

19. Defendants admit the allegations contained in Paragraph 19 of Plaintiff's Amended Complaint.

20. Defendants deny the allegations contained in Paragraph 20 of Plaintiff's Amended Complaint.

21. Defendants admit that Mr. Peters allowed Mr. Jenkins free use of the

Ares studio, equipment, costumes and supplies for several days for several projects unrelated to Axanar, but denies the remaining allegations in Paragraph 21 of Plaintiff's Amended Complaint.

22. Defendants admit that Plaintiff Paul Jenkins made many and substantial modifications, additions and changes to preexisting scripts related to "Axanar: The Four Years War Parts IV and V." Defendants also admit that Plaintiff Paul Jenkins directed the filming of one or more portions thereof. Defendants deny all remaining allegations in Paragraph 22.

23. Defendants deny the allegations contained in Paragraph 23 of Plaintiff's Amended Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of Plaintiff's Amended Complaint.

25. Defendants deny the allegation contained in Paragraph 25 of Plaintiff's Amended Complaint.

26. Defendants admit the allegations contained in Paragraph 26 of Plaintiff's Amended Complaint.

27. Defendants lack knowledge or information sufficient to form a belief about the truth of the allegation contained in Paragraph 27 and, on that basis, deny that allegation contained in Paragraph 27 of Plaintiff's Amended Complaint.

28. Defendants deny the allegations contained in Paragraph 28 of Plaintiff's Amended Complaint.

29. Defendants deny the allegations contained in Paragraph 29 of Plaintiff's Amended Complaint.

30. Defendants admit the allegations contained in Paragraph 30 of Plaintiff's Amended Complaint.

31. Defendants deny the allegations contained in Paragraph 31 of Plaintiff's Amended Complaint.

32. Defendants deny the allegations contained in Paragraph 32 of Plaintiff's Amended Complaint.

33. Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Amended Complaint.

34. Defendants admit the allegations contained in Paragraph 34 of Plaintiff's Amended Complaint.

35. Defendants admit the allegations contained in Paragraph 35 of Plaintiff's Amended Complaint.

36. Defendants admit the allegations contained in Paragraph 36 of Plaintiff's Amended Complaint.

37. Defendants deny the allegations contained in Paragraph 37 of

Plaintiff's Amended Complaint.

38. Defendants deny the allegations contained in Paragraph 38 of Plaintiff's Amended Complaint.

39. Defendants deny the allegations contained in Paragraph 39 of Plaintiff's Amended Complaint.

40. Defendants deny the allegations contained in Paragraph 40 of Plaintiff's Amended Complaint.

41. Defendants deny the allegations contained in Paragraph 41 of Plaintiff's Amended Complaint.

42. Defendants deny the allegations contained in Paragraph 42 of Plaintiff's Amended Complaint.

43. Defendants deny the allegations contained in Paragraph 43 of Plaintiff's Amended Complaint.

44. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 44 of Plaintiff's Amended Complaint and, on this basis, deny those allegations.

45. Defendants admit that on May 18, 2020 Mr. Jenkins responded with an e-mail containing the statements, "I don't have the time nor energy to do s[] right now" and "You have absolutely no knowledge in this arena." Defendants deny the

remaining allegations contained in Paragraph 45 of Plaintiff's Amended Complaint, as stated therein.

46. Defendants admit the allegation contained in Paragraph 46 of Plaintiff's Amended Complaint.

47. Defendants deny the allegations contained in Paragraph 47 of Plaintiff's Amended Complaint.

48. Defendants deny the allegations contained in Paragraph 48 of Plaintiff's Amended Complaint.

49. Defendants deny the allegations contained in Paragraph 49 of Plaintiff's Amended Complaint.

50. Defendants deny the allegations contained in Paragraph 50 of Plaintiffs' Amended Complaint, as stated.

51. Defendants deny each of the allegations contained in Paragraph 51 of Plaintiff's Amended Complaint, as stated.

52. Defendants deny the allegations contained in Paragraph 52 of Plaintiff's Amended Complaint.

53. Defendants deny the allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. Defendants deny the allegations contained in Paragraph 54 of

Plaintiffs' Amended Complaint, as stated.

55. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of Plaintiff's Amended Complaint and, on this basis, deny those allegations.

56. Defendants deny the allegations contained in Paragraph 56 of Plaintiffs' Amended Complaint, as stated.

57. Defendants deny each of the allegations contained in Paragraph 57 of Plaintiff's Amended Complaint, as stated.

58. Defendants deny the allegations contained in Paragraph 58 of Plaintiff's Amended Complaint.

59. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 of Plaintiff's Amended Complaint and, on this basis, deny those allegations.

60. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of Plaintiff's Amended Complaint due in part to incoherent statements therein and, on this basis, deny those allegations.

61. Defendants deny the allegations of Paragraph 61 of Plaintiff's Amended Complaint.

62. Defendants admit that Michael Mehrman sent an email on or about August 10, 2020 but deny all remaining allegations contained in Paragraph 62 of Plaintiff's Amended Complaint.

63. Defendants deny the allegations contained in Paragraph 63 of Plaintiffs' Amended Complaint.

64. Defendants deny the allegations contained in Paragraph 64 of Plaintiff's Amended Complaint.

65. Defendants deny the allegations contained in Paragraph 65 of Plaintiff's Amended Complaint.

66. Defendants deny the allegations contained in Paragraph 66 of Plaintiff's Amended Complaint.

67. Paragraph 67 contains no statements for Defendants to admit or deny, but to the extent that it incorporates any statements previously denied, such statements are denied herein again.

68. Defendants admit to Paragraph 68 of Plaintiff's Amended Complaint.

69. Defendants deny that the cited portions of the Georgia Code in Paragraph 69 are fully and accurately reproduced.

70. Defendants deny the allegations contained in Paragraph 70 of Plaintiff's Amended Complaint to the extent they misdescribe or miscite provisions of the

Georgia Code, as stated.

71. Defendants deny the allegations contained in Paragraph 71 of Plaintiff's Amended Complaint, as stated.

72. Defendants deny the allegations contained in Paragraph 72 of Plaintiff's Amended Complaint, as stated.

73. Defendants deny the allegations contained in Paragraph 73 of Plaintiff's Amended Complaint, as stated.

74. Defendants deny the allegation contained in Paragraph 74 of Plaintiff's Amended Complaint, as stated.

75. Defendants deny the allegations contained in Paragraph 75 of Plaintiff's Amended Complaint, as stated.

76. Defendants deny the allegations contained in Paragraph 76 of Plaintiff's Amended Complaint, as stated.

77. Defendants deny the allegations contained in Paragraph 77 of Plaintiff's Amended Complaint, as stated.

78. Defendants deny the allegations contained in Paragraph 78 of Plaintiff's Amended Complaint, as stated.

79. Defendants deny the allegations contained in Paragraph 79 of Plaintiff's Amended Complaint, as stated.

80. Defendants deny the allegations contained in Paragraph 80 of Plaintiff's Amended Complaint, as stated.

81. Defendants also incorporate the content of Exhibit E hereto in response to select paragraphs above.

DEFENDANTS' AFFIRMATIVE DEFENSES

Defendants assert the following affirmative defenses to Plaintiff's Complaint:

1. Plaintiff's Complaint fails to state a claim for relief against Defendants upon which relief may be granted.

2. Plaintiff's defamation-based claims fail on one or more of the following bases: truth, good faith, consent, privilege, and statement of opinion.

3. Plaintiff's claims are barred by estoppel, laches, waiver, or unclean hands.

4. Defendants reserve any additional and further defenses as may be revealed by additional information obtained during the course of discovery and investigation.

PRAYER FOR RELIEF FOR PLAINTIFF'S CLAIMS

WHEREFORE, having fully answered Plaintiff's Complaint, Defendants pray for relief as follows:

a. That Plaintiff recover nothing;

- b. That Plaintiff's Complaint including all requests for injunctive relief be dismissed with prejudice;
- c. That all costs be taxed against Plaintiff;
- d. That Defendants be awarded their fees in defending against Plaintiff's baseless claims; and
- e. That Defendants be granted such other and further relief as the Court deems just and proper.

**AMENDED COUNTERCLAIMS OF PAUL JENKINS AGAINST ALEC
PETERS**

COME NOW, Paul Jenkins and META Studios, LLC (hereinafter "Counter-claim Plaintiffs," or separately "Mr. Jenkins" or "META Studios") to make this his Complaint and Counterclaims against Alec Peters, (hereinafter "Counter-claim Defendant" or "Mr. Peters") as follows:

NATURE AND BASIS OF ACTION

1. These Counterclaims arise under the laws of the United States, 15 U.S.C. §1051 *et seq.*, and the laws of the State of Georgia, including without limitation O.C.G.A. § 51-6-1 *et seq.*, §51-5-1 *et seq.*, § 51-12-5.1, § 13-6-11, and §§ 10-1-372 – 10-1-393.

PARTIES

2. Counter-claim Plaintiff, Paul Jenkins, is a resident of the State of

Georgia and resides in Forsyth, County, Cumming, Georgia.

3. Counter-claim Defendant, Alec Peters, is a resident of the State of Georgia and resides in Gwinnett County, Georgia.

JURISDICTION AND VENUE

4. Jurisdiction and Venue are proper in this Court due to Counter-claim Defendant, Alec Peters, having filed the initial Complaint in this Court.

FACTUAL BACKGROUND

5. Mr. Jenkins has been creating, writing, and building franchises for over 25 years.

6. Mr. Jenkins has been at the center of hundreds of world-renowned, recognizable entertainment icons in the graphic novel, film, and video game industries.

7. Mr. Jenkins has worked on a large number of comic characters, including Spider-Man, Batman, The Incredible Hulk, and the smash hit, Wolverine: Origin.

8. Mr. Jenkins's contributions as a writer or creative director in the video game industry include Twisted Metal: Black, Soul Reaver, Incredible Hulk: Ultimate Destruction, The Darkness 1 and 2, and Prototype.

9. Mr. Jenkins also directed the motion picture *Tatua*, which included all

pre-visualization and pre-production before the project was closed down by its producers.

10. Mr. Jenkins also directed *Teenage Mutant Ninja Turtles* animation for Nickelodeon in 2016, and he directed and storyboarded numerous animated sequences for *Darkness* and *Mafia 2* videogames.

11. Mr. Jenkins has six platinum-selling video games, a number one MTV Music Video, an Eisner Award, five Wizard Fan Awards, and multiple Bestselling graphic novels.

12. Mr. Jenkins has served on the advisory board of Savannah College of Art and Design (SCAD), as instructor at Kennesaw State University, and chaired the Georgia Governor's Advisory Committee to educate the Georgia General Assembly on the evolution of digital and interactive technologies.

13. Mr. Jenkins is the founder and Chief Creative Officer of META Studios, LLC.

14. On or about October of 2017, Mr. Jenkins accepted a role with the Star Trek fan film *Axanar* led by Counter-claim Defendant, Alec Peters.

15. Mr. Jenkins's credits on the *Axanar* project included co-writer and director.

16. Plaintiff specifically authorized Mr. Jenkins to re-write the pre-existing

scripts for “Axanar: The Four Years War Parts IV and V.”

17. Mr. Jenkins modified, changed, and made additions to the pre-existing scripts for “Axanar: The Four Years War Parts IV and V.”

18. The script containing the modifications, changes and additions by Mr. Jenkins was completed in early 2018.

19. According to Mr. Peters, feedback received on the modified script after being shared with certain individuals was fantastic.

20. Mr. Jenkins also was involved in directing the filming of scenes for “Axanar: The Four Years War Parts IV and V” after his joining the *Axanar* project and rewriting the scripts with his modifications, changes, and additions.

21. On or about October of 2019, Mr. Jenkins directed a crew in excess of 40 persons in the shooting of scenes for “Axanar: The Four Years War Parts IV and V.”

22. Around November of 2019, Alec Peters, Paul Jenkins and Producer Scott Conley met for at least two hours to continue planning efforts for the *Axanar* project.

23. Although Alec Peters regularly engaged in erratic behavior during the production, on or about May, 2020, Mr. Peters took specific actions that were gravely detrimental to the production of the *Axanar* project, including making

production-related decisions without including the project's Director, Paul Jenkins and Producer, Scott Conley, who has at least 20 years of professional experience in the TV and film creative industry, in the important decision-making discussions.

24. More specifically, on or about May, 2020, Mr. Peters excluded key individuals in important discussions and decisions about the *Axanar* project, including at least Paul Jenkins and Producer, Scott Conley, which raised a number of logistical, budgetary, creative and other project-related concerns, as expressed by Scott Conley to Alec Peters on or about May 17, 2020.

25. In response to Mr. Conley's May 17, 2020 email that expressed grave concerns, Mr. Peters attempted to side-step Mr. Conley by representing that he was only attempting to create an appearance to larger donors that the project was moving forward and that certain shoots were at least being thought about in order to appease any such donors' inquiries. Mr. Conley explicitly and specifically described Mr. Peters's conduct as "unprofessional."

26. Mr. Jenkins also responded to Mr. Peters on or about May 18, 2020 and instructed Mr. Peters that if he wished to have META Studios continue on the *Axanar* project then Mr. Peters would need to confer with the project's producers in the future about all production decisions. Mr. Jenkins also instructed Mr. Peters that the director and editor get to make creative decisions while they confer with the

project's producers. Mr. Jenkins further instructed Mr. Peters that he should and must talk to Scott Conley as the project's producer about production decisions, which Mr. Jenkins explained to Mr. Peters that he had failed to do, causing frustration and a waste of time and resources. A copy of Mr. Jenkins's May 18, 2020 response and Scott Conley's May 17, 2020 emails are attached as Exhibit F.

27. Mr. Jenkins also informed Mr. Peters that Mr. Peters's unacceptable and unprofessional conduct and demand to drag out the project into multiple shoots in locations spread across the country was unfair to the many people who had made financial donations to the *Axanar* project, and that instead only a single shoot in one location was needed to get the project into post-production. Mr. Jenkins additionally explained to Mr. Peters that Mr. Peters's unilateral demands and additions were unnecessary burdens that exceeded the intent of the *Axanar* project and were outside of the scope of the script and were further concerns that should not be paid by the project's existing donors.

28. Mr. Jenkins also expressed serious concerns to Mr. Peters about Mr. Peters adding a new and undiscussed project, *War Stories*, which, upon information and belief, was never previously presented to donors and was a clear and obvious misuse of their financial contributions to the project.

29. Mr. Jenkins also shared serious and substantial financial concerns

regarding Mr. Peters's use of funds during a prior shoot that was an unagreed variance from the producers that had been previously agreed to, which provided for the director to receive funds to be spent on production, subject to subsequent accounting and return of unused proceeds. Mr. Jenkins had grave and serious concerns about Mr. Peters's handling of proceeds and that the required funding was not actually in the bank account, since previous vendors, on information and belief, had not been paid until approximately five months after production, thus damaging the reputation of the project's producers.

30. It was for this reason that Mr. Peters was requested to provide and make available the appropriate funds in the requisite accounts so that it could be properly spent and accounted for by the project's Producer and Director, thereby ensuring that vendors would not continue to be paid late.

31. Exactly thirty days after Mr. Jenkins relayed these concerns and issues above to Mr. Peters, Mr. Peters terminated Mr. Jenkins participation from the *Axanar* project, making Mr. Jenkins the third director that Mr. Peters had fired on the project.

32. Subsequent to Mr. Jenkins's termination from the *Axanar* Project, META Studios on or about August 8, 2020 released a press release, an excerpt of which is recited in paragraph 54 of the First Amended Verified Complaint, and a full copy of which is attached as Exhibit A.

33. The press release in Exhibit A was released by META Studios, LLC.
34. The press release in Exhibit A was not released by Paul Jenkins.
35. The press release in Exhibit A was not released by META Studios ATL, LLC.
36. The press release in Exhibit A contains no statements referencing Alec Peters, except two instances of the following phrase: “the Star Trek fan film *Axanar* led by Alec Peters.”
37. The press release in Exhibit A contains no derogatory or defamatory statements about Alec Peters.
38. The press release in Exhibit A contains no charges against Mr. Peters in reference to Mr. Peters’ trade, office, or profession.
39. Irrespective of the above, Mr. Peters made no request for correction or retraction in writing regarding the press release recited in Exhibit A.
40. Beginning on or about August 9, 2020, Alec Peters began a calculated campaign of publishing false and malicious defamatory statements about Paul Jenkins and/or META Studios that were calculated to injure the reputation of Paul Jenkins and/or META Studios, which are hereinafter referred to as “Peters’s defamatory content.”
41. Alec Peters published Peters’s defamatory content in a manner that

have resulted in their having been communicated to others in addition to Paul Jenkins on at least Mr. Peters's Facebook page (*e.g.*, Axanar After Dark, #94 & #99; an August 9, 2020 Facebook posting, etc.) on YouTube, on the Axanar Facebook page, and on the Fan Film Forum Facebook page.

42. Peters's defamatory content have constituted or included charges against Paul Jenkins in reference to Mr. Jenkins's trade, office, or profession and were calculated to injure Mr. Jenkins's therein.

43. Peters's defamatory content have been published in writing and in videos and have included the following false and malicious content: including stating that Mr. Jenkins is "a liar"/is "lying"; is "unprofessional"; is "not smart"; has engaged in "behavior totally unacceptable"; is a "wannabe director"; is an "amateur director"; has "never worked in Hollywood"; "failed to do the work"; and is "screwing the[fans]."

44. Mr. Peters, has also published to others in writing the defamatory statement that Mr. Jenkins and META studios were engaged in "fraudulent attempts ... to gain access to Axanar IP."

45. Since Alec Peters's termination of Paul Jenkins, Alec Peters did not remove Paul Jenkins's name, image, or likeness from the web site for axanar.com until after the filing of the initial Answer and Counterclaims.

46. Specifically, Alec Peters, who upon information and belief, exercises ultimate control over axanar.com has not, until after the filing of the initial Answer and Counterclaims in this case, removed references to and images of Paul Jenkins from The Production Team web page for axanar.com, which is located at the following URL: <https://axanar.com/about/team/>.

47. A copy of <https://axanar.com/about/team/> as it existed up to and shortly after the filing of Defendants initial Answer and Counterclaims is reproduced in Exhibit B.

48. Until just recently and after the filing of the initial Answer and Counterclaims, which was well after Paul Jenkins was terminated by Alec Peters, on The Production Team web page for axanar.com, Paul Jenkins was identified as a member of the production team as Director and Co-writer. *See* Exhibit B.

49. Paul Jenkins has made repeated requests in writing for the removal of Mr. Jenkins's name, image and likeness from the axanar.com web site. *See* Exhibit C, September 17, 2020 letter; Exhibit D, September 25, 2020 letter.

50. Additional select exemplary instances of Alec Peters's egregious defamatory statements accompany the letter attached here to as Exhibit D.

COUNT ONE
(UNFAIR COMPETITION- FALSE DESIGNATION OF ORIGIN (LANHAM ACT))

51. Counter-claim Plaintiffs incorporate herein and re-allege, as if fully set forth in this paragraph, the allegations in each of the paragraphs above, inclusive, as if fully set forth herein.

52. Mr. Peters's prior refusal to remove the name, image, likeness, and other biographical information of Paul Jenkins from association with the *Axanar* Project at axanar.com despite Mr. Peters admittedly having terminated Mr. Jenkins on June 18, 2020 is calculated to constitute a false designation of origin, and is likely to cause confusion mistake or to deceive as to affiliation, connection, or association, including as to origin, sponsorship, or approval and otherwise misrepresents the nature, characteristics, or qualities of Mr. Jenkins' works in interstate commerce, creating a likelihood of confusion among the consuming public.

53. Mr. Peters's conduct, as described above, constitutes a false designation of origin, false or misleading description of fact, or false or misleading representation of fact in violation of 15 U.S.C. § 1125(a)(1).

54. The acts of Mr. Peters alleged here are willful and intentional.

55. Mr. Jenkins is entitled to recover from Mr. Peters the damages it has sustained and will sustain, including attorneys' fees and any gains, profits and

advantages obtained by Mr. Peters as a result of its wrongful acts. Based upon the circumstances of the case, including the willful deliberate and intentional nature of Mr. Peters's conduct in engaging in this activity with full knowledge of the harm it would cause Mr. Jenkins, Mr. Jenkins is entitled, pursuant to 17 U.S.C. § 1117, to recover triple the amount found as actual damages.

COUNT TWO
(DEFAMATION)

56. Counter-claim Plaintiffs hereby incorporate each of the preceding paragraphs above as if fully set forth and pleaded specifically herein.

57. As stated above, Mr. Peters has published and conveyed false and unprivileged defamatory statements and documents in writing and in videos to others against Mr. Jenkins in reference to his trade, office, or profession, calculated to injure his reputation therein.

58. Mr. Peters has also published false and unprivileged defamatory statements in writing to others about META Studios.

59. Said defamation was not and is not true.

60. Said defamation was not and is not privileged.

61. Mr. Peters's conduct was intentional, malicious, and in bad faith.

62. Counter-claim Plaintiffs requested correction or retraction of said

defamation prior to filing this counterclaim.

63. Mr. Peters's conduct is in violation of O.C.G.A. § 51-5-1 *et seq.*

64. As a direct and proximate result of Mr. Peters's defamation against Mr. Jenkins and META Studios, Mr. Jenkins was injured in an amount to be determined at trial.

COUNT THREE
(VEXATIOUS LITIGATION)

65. Counter-claim Plaintiffs hereby incorporate each of the preceding paragraphs above as if fully set forth and pleaded specifically herein.

66. Based at least on the allegations above, Alec Peters has asserted claims upon which there exists a complete absence of any justiciable issue of fact or law as to Mr. Jenkins and META Studios, such that it could not be reasonably believed that a court would accept the asserted claim.

67. Accordingly, at least pursuant to O.C.G.A. § 9-15-14, Counter-claim Plaintiffs request that the Court assess reasonable and necessary attorney's fees and expenses of litigation on the bases that Mr. Peters lacked substantial justification or that this action was otherwise brought for delay or harassment.

COUNT FOUR
(VIOLATION OF GEORGIA UNIFORM DECEPTIVE TRADE PRACTICES ACT)

68. Counter-claim Plaintiff Paul Jenkins incorporates herein and re-allege,

as if fully set forth in this paragraph, the allegations in each of the paragraphs above, inclusive, as if fully set forth herein.

69. Mr. Peters's improper conduct is an unfair and deceptive act in the conduct of consumer transactions, causing actual confusion or misunderstanding as to the source, sponsorship, approval, or certification of Mr. Jenkins' goods, or as to the affiliation, connection, or association with or certification by another, with regard to Mr. Jenkins.

70. Mr. Peters's conduct constitutes unfair and deceptive trade practices under the Georgia Uniform Deceptive Trade Practices Act ("UDTPA"), O.C.G.A. § 10-1-372 and § 10-1-393.

71. As a direct and proximate result of Mr. Peters's improper acts, Mr. Jenkins has been harmed in an amount to be determined at trial.

COUNT FIVE
(FRAUD)

72. Defendants hereby incorporate each of the preceding paragraphs above as if fully set forth and pleaded specifically herein

73. On or about January, 2017, Plaintiff Alec Peters entered into a settlement agreement with CBS Studios Inc. and Paramount Pictures Corporation in relation to Civil Action No. 2:15-cv-9938 in the United States District Court for the Central District of California.

74. Upon information and belief, attached as Exhibit G is a document reflecting a settlement agreement identifying Alec Peters on the one hand and CBS Studios, Inc. and Paramount Pictures Corporation on the other hand, which is hereinafter referred to as “the CBS Agreement.”

75. Upon information and belief, Alec Peters has intentionally violated a number of terms in the settlement agreement with CBS Studios Inc. and Paramount Pictures Corporation.

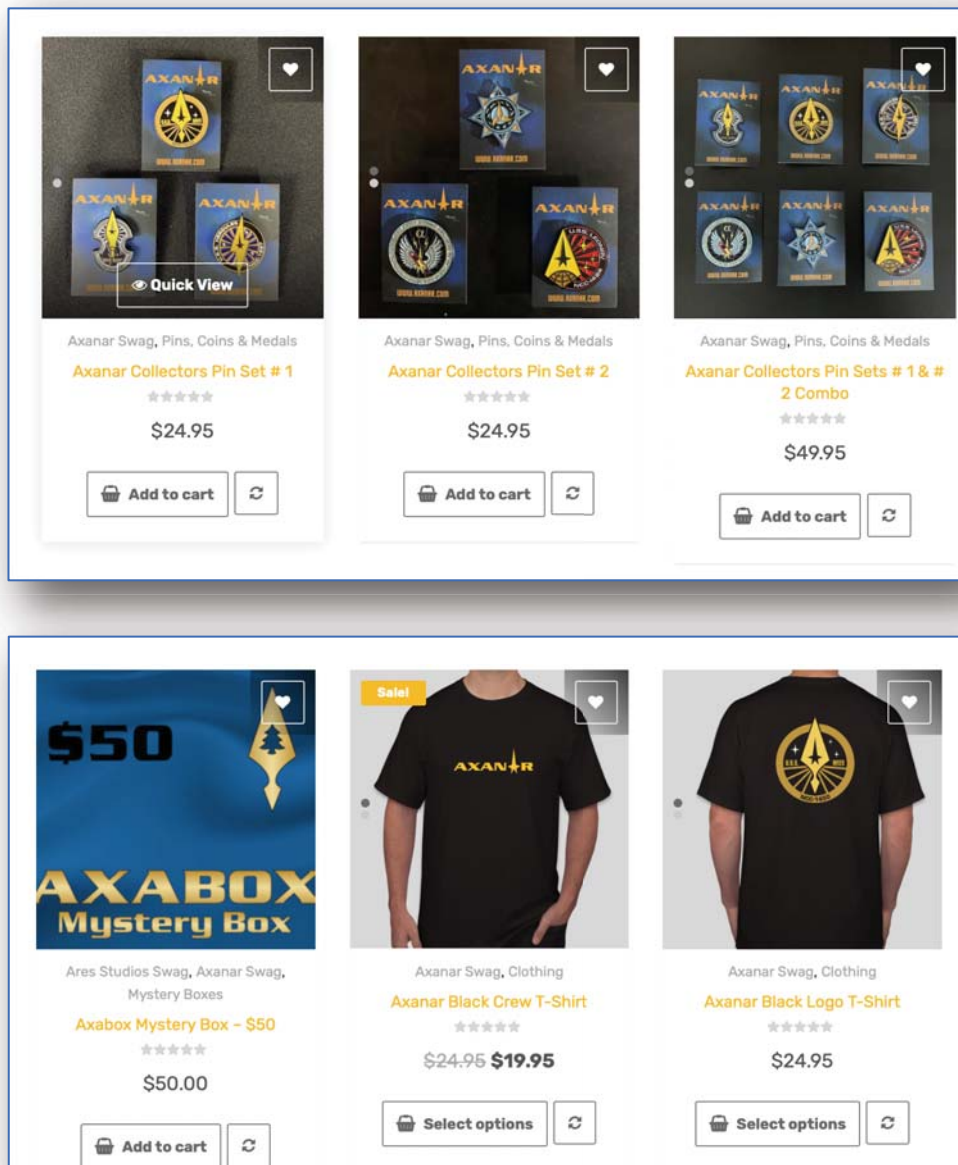
76. Section 5.3 of the CBS Agreement contains the following provision:

Defendants may not use “Star Trek” or any confusingly similar mark on or in connection with any promotions, marketing, banners, post cards, blogs, panels or festivals involving “Axanar” in any medium. Defendants may not use confusingly similar Star Trek stylized font, lettering, logos, or designs in connection with any title, subtitle, or promotional material in any medium. Defendants may continue to use the current Axanar star logo on *Prelude to Axanar*, and may use this same logo on the Permitted Axanar Segments but other than that shall cease all use of this logo.

77. According to the web site <https://www.aresstudios.net/about/>, Alec Peters is identified as the President of Ares Studios.

[continued on next page]

78. The images below in this paragraph are excerpts presently accessible from the Ares Studios web site at <https://www.aresstudios.net/product-category/axanar-swap/>.



79. Upon information and belief, the images above from the store for which Alec Peters is President reflect a violation by Alec Peters of at least Section 5.3 of

the CBS Agreement.

80. Section 5.9 of the CBS Agreement contains the following provision:

Defendants may not themselves, or authorize, induce or license others (directly or indirectly) to, create, manufacture or distribute, any merchandise that is tied to Star Trek, or based on, related to, confusingly similar, or derivative of Star Trek or the elements therein to exploit or raise money for, *Prelude to Axanar*, the Permitted Axanar Segments, or the Documentary described in Paragraph 6 hereinafter, or for any other purpose.

81. Upon information and belief, Alec Peters oversees, maintains, or controls an online store at Ares Studios having the product category “Axanar Swag” at the following URL: <https://www.aresstudios.net/product-category/axanar-swag/page/5/>, which includes a number of merchandise items for sale that is at least confusingly similar or a derivative of Star Trek or the elements thereof, some examples of which are depicted above.

82. At the following Youtube web site Alec Peters admits he has personally retained funds that were donated through public fundraising for the Axanar project as well as funds resulting from the merchandise that has been sold, as referenced above, at aresstudios.net: <https://www.youtube.com/watch?v=319Hxx7f8fY>.

83. Upon information and belief, Alec Peters has violated Section 5.9 of the CBS Agreement.

84. Section 5.6 of the CBS Agreement contains the following provision:

Neither Robert Meyer Burnett, nor Peters, or anyone else on the production team of the Permitted Axanar Segments will be compensated for any services in connection with the making of the Permitted Axanar Segments.

85. Plaintiff Alec Peters admits in Paragraph 11 of his First Amended Verified Complaint to paying tens of thousands of dollars in costs, some of which as compensation to cast and crew for services related to “Axanar: The Four Years War Parts IV and V,” as the following excerpt of Paragraph 11 in the First Amended Verified Complaint illustrates and confirms:

11.

Each episode of Axanar incurs hard costs in the range of tens of thousands of dollars for paid **cast and crew**, costumes, equipment, supplies, utilities, etc.

First Amended Verified Complaint at ¶ 11 (Emphasis added).

86. Upon information and belief, based at least on the conduct by Alec Peters described above, Alec Peters has knowingly violated Section 5.6 of CBS Agreement.

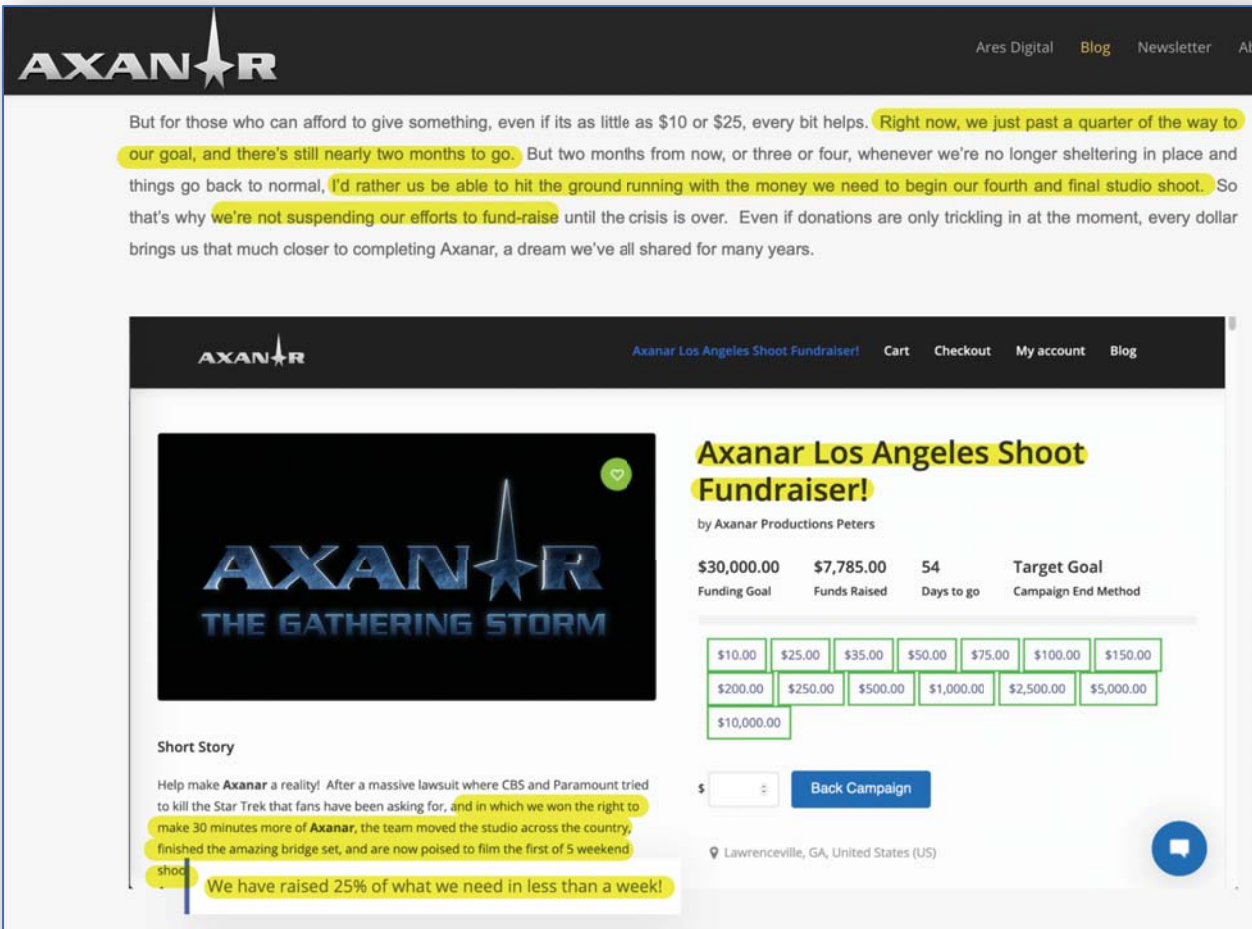
87. Section 5.16 of the CBS Agreement contains the following provision:

Defendants will not publicly fundraise for the Permitted Axanar Segments, nor accept any publicly-raised funds from others through crowdfunding websites (including, for example Indiegogo, Kickstarter, or GoFundMe) or any other public website (including, for example, Axanarproductions.com or other third party websites) or

any social media accounts, including but not limited to any posting on Facebook pages (regardless of whether the account is public or considered a private group). For avoidance of doubt, Defendants may accept donations solicited privately to fund the Permitted Axanar Segments through email, mail, private Facebook messages (not posted on any wall), or phone, and may speak directly to other private individuals, so long as no public statements or requests are made with respect to fundraising, including but not limited to public statements or requests at Star Trek or Comic Con conventions, or any other convention or public gathering. For the avoidance of doubt, Defendants shall remove all statements, requests, postings, solicitations or requests to donate (or such terms as “donate” or “click here to contact for donations” or similar terms or statements) from all public websites, including any of Defendants websites.

88. Upon information and belief, the images below are annotated excerpts accessible via or through the web site www.axanar.com or <https://aresdigital.axanar.com> to any member of the public to donate to “Axanar: The Four Years War Parts IV and V.”

[continued on next page]



89. Upon information and belief, Plaintiff Alec Peters orchestrated a scheme whereby any member of the public may make a financial donation to “Axanar: The Four Year War Part IV and V” by simply providing an email address, which thereafter enables any such person to make a financial donation for “Axanar: The Four Year War Part IV and V.”

90. The following image excerpt is available from a web page available at <https://aresdigital.axanar.com> whereby any person interested in making a financial donation for “Axanar: The Four Year War Part IV and V” may initiate steps to do so.



91. Upon information and belief, and as shown above, Plaintiff Alec Peters has intentionally created a scheme to publicly fundraise for “Axanar: The Four Year War Part IV and V” by permitting any member of the public to be able to make financial donation to “Axanar: The Four Year War Part IV and V” through a crowd-funding engine.

92. Upon information and belief, based at least on the conduct by Alec Peters described above, Alec Peters has knowingly violated Section 5.16 of CBS Agreement.

93. Section 5.15 of the CBS Agreement contains the following provision:

The Permitted Axanar Segments may use the services of Robert Meyer Burnett, Gary Graham, Kate Vernon, Richard Hatch and J.G. Hertzler. Defendants will not use the services of any other actors that have previously worked on any authorized Star Trek production.

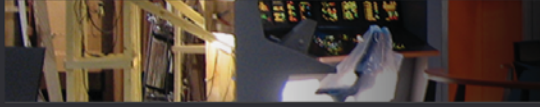
94. Upon at least one instance, Plaintiff Alec Peters has caused the services of James Lew to be used in association with “Axanar: The Four Year War Part IV and V.”

95. The image below is an excerpt from the web site: <https://axanar.com/axanar-shoot-a-huge-success/> and, upon information and belief, depicts James Lew as the person second from the right and next to Plaintiff Alec Peters, who is shown seated in the Captain’s Chair.



96. According to *Memory Alpha*, which is a collaborative project to create the most definitive, accurate, and accessible encyclopedia and reference for everything related to *Star Trek*, James Lew is reported to be the stuntman, actor, fight and stunt coordinator, and filmmaker, who served as fight coordinator for *Star Trek Voyager* and who portrayed a stunt Romulan in *Star Trek*. The image below is an excerpt from Memory Alpha's web site (https://memory-alpha.fandom.com/wiki/James_Lew) regarding James Lew.

James Lew




REAL WORLD ARTICLE
(WRITTEN FROM A [PRODUCTION POINT OF VIEW](#))

James Lew (born 6 September 1952; age 68) is the stuntman, actor, fight and stunt coordinator, and filmmaker, who served as fight coordinator for the *Star Trek: Voyager* sixth season episode "Tsunkatse", under stunt coordination of [Dennis Madalone](#). More recently, Lew portrayed a *stunt Romulan* in *Star Trek*. For both *Trek* assignments he received no credit.

Born as **James Jene Fae Lew** in Los Angeles, California, Lew studied martial arts under Sifu Doug Wong and received his Black Belt in Kung Fu in 1972. With over 25 years of martial arts experiences, coordination, and training, Lew published the book "The Art of Stretching and Kicking" in 1982, followed by several training videos since 1992. Listed in several top lists of martial arts artists, member of the Martial Arts History Museum, and published in over 40 magazines, Lew has appeared on-screen alongside almost all action stars of the last decades, including [Jackie Chan](#), [Jet Li](#), [Jeanne-Claude Van Damme](#), [Chuck Norris](#), [Steven Seagal](#), and [Sylvester Stallone](#).

Lew started his stunt and stunt acting career in the late 1970s and performed in movies such as the comedy *Big Time* (1977), the television drama *The Fantastic Seven* (1979, with [Christopher Lee](#)), the comedy *Cooper's Remedy* (1982, with

James Lew



Birth name:	James Jene Fae Lew
Gender:	Male
Date of birth:	6 September 1952
Place of birth:	Los Angeles, California, USA
Roles:	Fight coordinator for VOY: "Tsunkatse" Stunt Actor
Character(s):	Romulan crewmember

97. Section 3 of the CBS Agreement contains the following Non-Disparagement provision:

The Parties hereby agree that they will not, directly or indirectly publicly disparage, in print or in any other media (including but not limited to social media), or in any public speaking platform, any of the other Parties or their employees or agents, that may harm the business interests of any of the other Parties, including, without limitation, making any such remarks involving or referring to any of the Parties' business practices. The term disparagement shall not include the recital of any information that is in the public record.

98. Contrary to the Non-disparagement provision of Section 3 of the CBS Agreement, Alec Peters has upon information and belief repeatedly disparaged CBS by publicly stating, among other things, that he is making "*real*" Star Trek, that CBS is hurting fans by preventing him from making Axanar as a full length film, and that CBS does not support its fans.

99. Upon information and belief and for at least the reasons above, Alec Peters has violated Section 3 of the CBS Agreement.

100. Contrary to the above, and upon information and belief, Alec Peters has made a number of verbal and other fraudulent misrepresentations to Paul Jenkins and others regarding the CBS Agreement including without limitation what the CBS Agreement states or recites and with respect to what conduct or actions on the part of Alec Peters is allegedly enabled, permitted or otherwise prohibited with respect

to the *Axanar* project.

101. Upon information and belief, Alec Peters's fraudulent misrepresentations regarding the CBS Agreement has caused Paul Jenkins and others to take or refrain from taking certain actions, including actions that would otherwise have resulted in the realization of compensation for work or association on other projects.

102. As a result of Mr. Peters's fraudulent misrepresentations, which were relied upon and acted upon by others, including without limitation Paul Jenkins, Paul Jenkins accepted a role with the *Axanar* project when he otherwise may not have done so absent Mr. Peters's fraudulent misrepresentations, but would have otherwise engaged in other activities that would have resulted in the receipt of compensation therefor.

103. As a result, Mr. Jenkins has been damaged in an amount to be proven at trial.

JURY DEMAND

Counter-claim Plaintiff hereby demands trial by jury as to all issues so triable in the above- styled action.

PRAYER FOR RELIEF ON DEFENDANTS' COUNTERCLAIMS

WHEREFORE, the Counter-claim Plaintiff prays that this Court grant judgment against Counter-claim Defendant in its Counterclaim as follows:

- a. That the Court award judgment in favor of the Counter-claim Plaintiffs for damages in an amount to be determined at trial;
- b. That the Court award judgment in favor of the Counter-claim Plaintiffs for punitive damages in an amount to be determined at trial;
- c. That the Court award judgment in favor of the Counter-claim Plaintiffs all of attorney fees and expenses of litigation incurred in this matter;
- d. That the Court order Counter-claim Defendants to remove all defamatory content under Counter-claim Defendant's control and further enjoin Counter-claim Defendant from future publication of defamatory material about Counter-claim Plaintiff;
- e. That the Court order Counter-claim Defendant to publish appropriate corrections and retractions;
- f. All costs and pre-judgment interest; and
- g. All other such relief as the Court may deem just and proper.

Respectfully submitted this 16th day of October, 2020.

/s/ N. Andrew Crain

N. Andrew Crain

Georgia Bar No. 193081

andrew.crain@thomashorstemeyer.com

THOMAS | HORSTEMEYER, LLP

3200 Windy Hill Rd SE

Suite 1600E

Atlanta, Georgia 30339

Telephone: 770.933.9500

Facsimile: 770.951.0933

*Attorneys for Defendants and Plaintiffs
In Counterclaim*

**IN THE SUPERIOR COURT OF FORSYTH COUNTY
STATE OF GEORGIA**

ALEC PETERS,

Plaintiff & Counter-Claim Defendant,
v.

PAUL JENKINS,
META STUDIOS LLC, and
META STUDIOS ATL LLC,

Defendants and Counter-Claim Plaintiff.

Civil Action File No.

20cv-1257-3

CERTIFICATE OF SERVICE

I hereby certify that on October 16, 2020, the foregoing was filed using the Court's electronic filing system. Copies were also electronically sent to opposing counsel, Michael Mehrman, Esq. to the following address:

mike@mehrmanlaw.com

/s/ N. Andrew Crain

N. Andrew Crain

Georgia Bar No. 193081

Exhibit A



FOR IMMEDIATE RELEASE

Paul Jenkins and META Studios No Longer Associated with Axanar

Paul Jenkins, co-writer and director, and META Studios, co-producer, are no longer associated with the Star Trek fan film Axanar led by Alec Peters.

Atlanta, GA (August 8, 2020) - META Studios and its employees, including founder Paul Jenkins, are no longer associated with the Star Trek fan film *Axanar* led by Alec Peters. Paul's credits on the project included co-writer and director, and META Studios was credited as the film's co-producer; however, due to conflicts with META Studios' core values of transparency, accountability, and integrity, we have removed ourselves from the credits. Paul's rewritten *Axanar* script and all scenes filmed to date will not be used by the *Axanar* project as these materials are protected by copyright. Paul Jenkins and META Studios will be removed from *Axanar* publications, websites, live streaming, social media, and the like, and will no longer be used to bolster the solicitation of project donations.

To the fans: Over the past few years we have developed a tremendous love and respect for the *Star Trek* community and we look forward to continuing our friendship with you! We had hoped to deliver a beautiful project, but unfortunately it is no longer possible. To make the best of the situation, we have developed a few comedic sci-fi shorts for a project called *Warped*, which we will release periodically on our YouTube channel as a way to say "Thanks for letting us play in the Star Trek universe!"

About Paul Jenkins: Paul Jenkins has been creating, writing, and building franchises for over 25 years. He has been at the center of hundreds of world-renowned, recognizable entertainment icons in the film, video game, and graphic novel industries. From his early work with the creators of the *Teenage Mutant Ninja Turtles* to his preeminent status as an IP creator, Jenkins has worked on nearly every comic character including *Spider-man*, *Batman*, and *The Incredible Hulk*. He is most noted for creating the *Origin of Wolverine*. His contributions as a Writer and/or Creative Director in video games include *Twisted Metal: Black*, *Soul Reaver*, *Incredible Hulk: Ultimate Destruction*, *The Darkness 1 and 2*, and *Prototype*. Jenkins has 6 Platinum Selling video games, a Number 1 MTV Music Video, an Eisner Award, 5 Wizard Fan Awards, and multiple Bestselling graphic novels. He has served on the advisory board of Savannah College of Art and Design (SCAD), as an instructor at Kennesaw State University, and chaired Georgia Governor Nathan Deal's Advisory Committee to educate the Georgia General Assembly on the evolution of digital and interactive technologies.

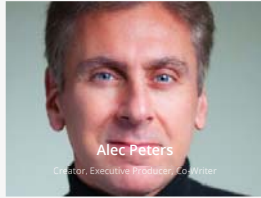
About META Studios: Founded by Jenkins, META Studios is Georgia's only cross-media development and production house specializing in film, television, animation, games, and graphic novels. META is a champion of creatives in Georgia and beyond, leading the charge for industry sustainability and creative excellence. More information about META Studios can be found on social media @METASTUDIOSATL or by visiting their website at www.metastudios.com.

Contact Information

Sarah Boyd, CEO: sboyd@metastudios.com

Exhibit B

The Production Team



Alec Peters
Creator, Executive Producer, Co-Writer

The creator of the Axanar project, Alec is known as one of Star Trek's biggest fans, and one who honors the canon of the beloved franchise through his visionary film "Prelude to Axanar".

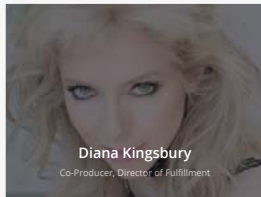
Alec is the epitome of someone who discovers their calling and succeeds in pursuing it. An attorney by training, Alec coached an NCAA Championship volleyball team at USC and with the US National team. He has started five companies earning him an Ernst & Young Entrepreneur of the Year Award in 2003. Alec has written the "Star Trek Prop, Costume & Auction Blog" (startrekprops.com) since 2006, and is one of the foremost experts on collecting screen used Star Trek props & costumes. In 2008 he created Propworx, which held the Battlestar Galactica Prop Auctions, considered by many the finest prop & costume auctions ever, followed by studio sanctioned auctions for Stargate, Star Trek, Iron Man I & II and the Kevin Smith auction.

"Prelude to Axanar" has won 46 film festival awards around the world and Alec is not only the creator, but writer, producer and actor, portraying legendary Starfleet Captain Garth of Izar. Alec first appeared as Garth in the Star Trek Phase II episode "Origins". With two more episodes of "The Four Years War" in pre-production, "Axanar" will explore the legend of the man who Captain Kirk considered his personal hero, and the famous Battle of Axanar



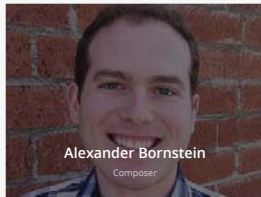
Paul Jenkins
Director, Co-writer

Paul Jenkins has been creating, writing and building franchises for over 25 years in the graphic novel, film and video game industries. Over the last two decades Paul has been instrumental in the creation and implementation of literally hundreds of world-renowned, recognizable entertainment icons. From his employment with the creators of the Teenage Mutant Ninja Turtles at the age of 22 to his preeminent status as an IP creator, Paul has provided entertainment to the world through hundreds of print publications, films, video games, film and new media. With 6 Platinum selling video games, a Number One MTV Music Video, an Eisner Award, Five Wizard Fan Awards, and multiple Best Selling Graphic Novels, Paul Jenkins is synonymous with success. He has enjoyed recognition on the New York Times bestseller list, has been nominated for two BAFTA Awards, and has been the recipient of a government-sponsored Prism Award for his contributions in storytelling and characterization.



Diana Kingsbury
Co-Producer, Director of Fulfillment

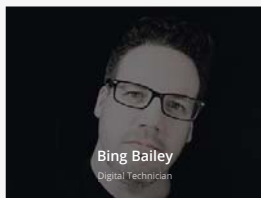
Diana comes to Team Axanar as an admitted geek girl, with a lifelong love of science fiction, as well as all things "girly". With an underused Journalism/Radio-TV degree under her belt, she brings a serious love of words, ideas, and visions to the table (plus mad skills with a red editing pen, whenever needed), along with two decades of entrepreneurial experience, during which she co-owned several different successful businesses in multiple states. Combined with a positive, upbeat attitude and huge smile, she is all about the "can-do" spirit... and has the history to back it up.



Alexander Bornstein
Composer

Alexander is a composer currently based in Los Angeles. His music has been heard on television (Showtime Network, Logo), independent feature films/documentaries in the festival circuit, and concert halls around the U.S. His work has brought him through major music studios including Remote Control Productions and Sonic Fuel Studios. Alexander is also a graduate of New York University's music composition program. Before this, he studied music and filmmaking at the University of Central Florida in Orlando.

Alex is a huge Star Trek fan. And Alec Peters had this to say: "I guarantee you that one day Alex will win an Academy Award. He is clearly one of the next great Hollywood composers".

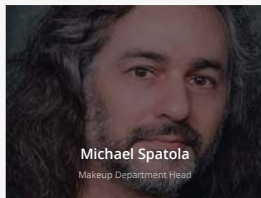


Bing Bailey
Digital Technician

Bing Bailey is an award winning European filmmaker who served as digital colorist and post production consultant on Prelude to Axanar. His creativity and craftsmanship has been noted by critics from The Irish Times to Aint it Cool News. Whether part of a creative team or directing original material, he has produced great work on budget and without sacrificing quality.

In addition to his work on Axanar, Bing has written, produced, and directed two feature films, several short films, TV pilots and music videos in Europe, Canada and the United States. His original feature "Portrait of a Zombie/About a Zombie (US Titles)" has been acquired for distribution in UK & Ireland (Studio Canal), US & Canada (Revolver), Japan (Ayo) , Germany & Austria (Rose Media). Bing's fondness for Star Trek stems from the series' ingenuity and its dedication to social justice.

Bing hopes projects like Axanar can keep the torch burning for present and future generations to enjoy.

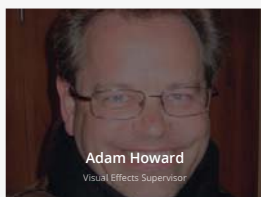


Michael Spatola
Makeup Department Head

Mike Spatola is a make-up artist with over 35 years professional experience. Although he's flown under the radar for most of his career, he's actually been nominated by his peers TWICE for Outstanding Individual Achievement in Make-up EMMY Awards, and TWICE for Best Make-up Cable ACE Awards.

Mike's worked on all types of budgets and films from "Return of the Living Dead" to "Stargate" to "Terminator 2" to "Iron Man 3" and is probably best known for being the Make-up Effects Supervisor for a few seasons of HBO's "Tales From The Crypt." More recently, Mike has been the MakeUp/FX Department Head on the most funded Horror/Sci-Fi film on Kickstarter, Haminger Down, and the upcoming Yellow Feather (also the most funded Kickstarter in it's genre).

Mike is author of the popular Monstrous Makeup Manual series, the 2 most illustrated books on prosthetic and fx makeup out there, as well as the 3 textbooks for Cinema Makeup School, where he serves as the Chief Academic Officer and lead instructor.



Adam Howard
Visual Effects Supervisor

Adam Howard is a pioneer in the visual effects industry. A winner of 4 Primetime Emmy Awards, having received 9 nominations, Adam's career spans 35 years, Supervising and creating high end visual effects, animation and design work for the motion picture and television industry in both the USA and Australia. Adam has also won 11 International Monitor Awards and has been honored twice by the AICP for visual effects and animation.

Adam was senior visual effects compositing supervisor for the Academy Award nominated visual effects and animation in the Michael Bay film Armageddon. He was Senior VFX Supervisor on The Harry Potter Ride Attraction For Universal Studios and most recently supervised visual effects for Unknown, The Social Network, Twilight: Breaking Dawn I & II, Tower Heist, Last Vegas, Cosmos: A Spacetime Odyssey, Selfless, and Birdman. Adam has also worked on Titanic, Pirates of the Caribbean 2: Dead Man's Chest, Star Wars Episode 3 - Revenge of the Sith, Master & Commander, War of the Worlds, Mission Impossible 3, Ghosts of the Abyss and Star Trek First Contact.



Exhibit C

September 17, 2020

Michael J. Mehrman, Esq.
Mehrman Law Office, PC
PO Box 420797
Atlanta, GA 30342

VIA Email:
mike@mehrmanlaw.com

Re: O.C.G.A. §§ 51-5-11 & -12 Retraction/Correction Request re: Alec Peters' Defamatory Statements; Copyright Infringement re: Copyright Reg. Cert. Nos. PAu 4-040-075 and PAu 4-040-077.

Dear Mike:

I write on behalf of my clients META Studios and Paul Jenkins pursuant to O.C.G.A. § 51-5-11 and § 51-5-12 to request retraction or correction of all defamatory statements made by your client, Alec Peters, about my clients. We have discovered that there exists a great number of instances where your client has published defamatory comments in writing and in videos specifically about one or both of my clients, including without limitation, stating that Mr. Jenkins is: "a liar"/is "lying"; is "unprofessional"; is "not smart"; has engaged in "behavior totally unacceptable"; is a "wannabe director"; is an "amateur director"; has "never worked in Hollywood"; "failed to do the work"; and is "screwing the[fans]." Your client, Mr. Peters, has also published to others in writing the defamatory statement that Mr. Jenkins and META studios were engaged in "fraudulent attempts ... to gain access to Axanar IP."

These exemplary yet indisputably defamatory statements were published by your client and are found in Mr. Peters' recent texts to others, in a June 18, 2020 press release by your client, in videos and posts on Mr. Peters's Facebook or YouTube page (*e.g.*, Axanar Afer Dark, #94 & #99; an August 9, 2020 Facebook posting, etc.), on the Axanar Facebook page (containing duplicates of postings referenced above), on the Fan Film Forum Facebook page (*e.g.*, in August 9, 2020 comments by your client), on fan film pay-to-access website, and elsewhere. My clients are confident that a reasonable person (namely, a reasonable jury) will easily find these statements by your client to constitute defamation per se pursuant to O.C.G.A. § 51-5-4. However, my clients desire to afford your client opportunity to publish retractions or corrections (unlike your client who made no such retraction or correction request prior

Mr. Michael Mehrman, Esq.
September 17, 2020
Page 2 of 3

to filing his defamation complaint against my clients). *See e.g., Mathis v. Cannon*, 276 Ga. 16 (2002)(finding that the plaintiff was not entitled to recover punitive damages where he asked an Internet provider to delete several posts made by the defendant but did not request in writing before filing his complaint that the defendant correct or retract any of his statements).

My clients take these matters seriously and fully intend to pursue each instance of defamation in the appropriate venue. If your client elects to publish a retraction or correction, as hereby requested, we request that you please provide a copy of each such retraction or correction for our records. Plus, to the extent that your client does elect to publish retractions or corrections pursuant to O.C.G.A. §§ 51-5-11 & -12, my clients request that any correction or retraction also be published in the corresponding forum where each defamatory statement was initially published by your client. Furthermore, my clients also request a public apology in addition to each published retraction or correction, since your client's statements are so clearly defamatory, damaging, and calculated to injure my client with respect to his trade and profession.

In addition to publication of the appropriate retractions or corrections, my clients further demand that all such defamatory content be immediately removed from access by others. Specifically, we demand that all postings, videos, etc. be removed or at least edited or redacted to exclude reference to my clients. Also, my clients demand immediate removal of all references to my clients' names and likeness that amazingly still today appear on your client's web site at axanar.com. These references appear to constitute false designations or origin, sponsorship, or association in violation of § 43(a) of the Lanham Act.

Notwithstanding the above, please also be advised that my client reiterates its prior demand of August 5, 2020 that your client cease and desist all uses of content authored by my client in the scripts for *Axanar: The Four Years War Parts IV and V*. My client's additions, modifications and adaptations to the preexisting scripts for these episodes authored by your client are copyrighted derivative works that have been registered by the U.S. Copyright Office. Please find attached Copyright Registration Certificate Nos. PAU 4-040-075 (for Episode IV) and PAU 4-040-077 (for Episode V) for these derivative works.

Any indication by your client to publish the content authored by my client and subject to these copyright registrations without my client's prior consent and authori-

Mr. Michael Mehrman, Esq.
September 17, 2020
Page 3 of 3

zation will result in an immediate request for injunctive relief in federal court. Moreover, to the extent that your client infringes my client's copyrights, my client will pursue all damages and remedies resulting from any such infringement, including without limitation statutory damages pursuant to 17 U.S.C. § 504, which undoubtedly will be willful and will expose your client to statutory damages up to \$150,000 for each infringed copyright, and attorney's fees pursuant to 17 U.S.C. § 505.

Please let us know if you have any questions or comments. Otherwise, we look forward to receipt of your client's retractions or corrections to the many defamatory statements described above should your client elect to publish any such retractions or corrections, which we believe he should do if he desires to avoid an award of punitive damages from his defamation of my clients.

Sincerely,

A handwritten signature in blue ink that reads "Andrew Crain". The signature is fluid and cursive, with a large, sweeping "S" at the end.

N. Andrew Crain

andrew.crain@thomashorstemeyer.com

NAC/mlm
Enclosures

Registration #: PAu004040075
Service Request #: 1-9127723321

Mail Certificate

Thomas Horstemeyer, LLP
N. Andrew Crain
3200 Windy Hill Rd SE
Suite 1600E
Atlanta, GA 30339 United States

Priority: Special Handling

Application Date: August 15, 2020

Correspondent

Organization Name: Thomas Horstemeyer, LLP
Name: N. Andrew Crain
Email: andrew.crain@thomashorstemeyer.com
Telephone: (770)933-9500
Alt. Telephone: (770)738-2375
Fax: (770)951-0933
Address: 3200 Windy Hill Rd SE
Suite 1600E
Atlanta, GA 30339 United States

Registration Number

PAu 4-040-075

Effective Date of Registration:

August 21, 2020

Registration Decision Date:

September 02, 2020

Title

Title of Work: Paul Jenkins' Contributions to Episode IV

Completion/Publication

Year of Completion: 2019

Author

- **Author:** Paul Andrew Jenkins
Author Created: text, Pink-underlined text in script
Work made for hire: No
Citizen of: United Kingdom
Domiciled in: United States

Copyright Claimant

Copyright Claimant: Paul Andrew Jenkins
6850 Polo Fields Parkway, Cumming, GA, 30040, United States

Limitation of copyright claim

Material excluded from this claim: text, Black text

New material included in claim: text, Pink-underlined text

Rights and Permissions

Organization Name: META STUDIOS
Address: 6850 Polo Fields Parkway
Cumming, GA 30040 United States

Certification

Name: N. Andrew Crain
Date: August 15, 2020

Correspondence: Yes

Registration #: PAu004040077
Service Request #: 1-9163290241

Mail Certificate

Thomas Horstemeyer, LLP
N. Andrew Crain
3200 Windy Hill Rd. SE
Suite 1600E
Atlanta, GA 30339 United States

Priority: Special Handling

Application Date: August 25, 2020

Note to C.O.: Thank you for your assistance.

Correspondent

Organization Name: Thomas Horstemeyer, LLP
Name: N. Andrew Crain
Email: andrew.crain@thomashorstemeyer.com
Telephone: (770)933-9500
Alt. Telephone: (770)738-2375
Address: 3200 Windy Hill Rd. SE
Suite 1600E
Atlanta, GA 30339 United States

Registration Number

PAu 4-040-077

Effective Date of Registration:

August 25, 2020

Registration Decision Date:

September 02, 2020

Title

Title of Work: Paul Jenkins' Contributions to 4 Years War Episode 5

Completion/Publication

Year of Completion: 2019

Author

- **Author:** Paul Andrew Jenkins
Author Created: text, Pink-underlined text in script
Work made for hire: No
Citizen of: United Kingdom
Domiciled in: United States

Copyright Claimant

Copyright Claimant: Paul Andrew Jenkins
6850 Polo Fields Parkway, Cumming, GA, 30040, United States

Limitation of copyright claim

Material excluded from this claim: text, Black text

New material included in claim: text, Pink-underlined text

Rights and Permissions

Organization Name: META Studios
Address: 6850 Polo Fields Parkway
Cumming, GA 30040 United States

Certification

Name: N. Andrew Crain
Date: August 25, 2020

Correspondence: Yes

Exhibit D

September 25, 2020

Michael J. Mehrman, Esq.
Mehrman Law Office, PC
PO Box 420797
Atlanta, GA 30342

VIA Email:
mike@mehrmanlaw.com

Re: O.C.G.A. §§ 51-5-11 & -12 Retraction/Correction Request re: Alec Peters' Defamatory Statements; Copyright Infringement re: Copyright Reg. Cert. Nos. PAu 4-040-075 and PAu 4-040-077.

Dear Mike:

I write in response to your letter of September 22, 2020 and to your email from yesterday evening.

Thank you for at least indicating that your client will publish retractions or corrections for his many defamatory statements, as that indication is and will be useful going forward. However, if the content at the web page link (<https://axanar.com/why-axanar-fired-paul-jenkins/>) constitutes that offered retraction or correction, it is a failure. Indeed, the comments on the web page cited above fail to actually correct or retract anything.

Not surprisingly, your client's latest comments instead contain yet more instances of defamation against my client. A Forsyth County jury should have no problem seeing your client's snarky and defamatory statements for what they are as we seek punitive damages for your client's clear defamation against my client. And combined with the fact that the comments on the web page cited above follow your letter that indicated a genuine retraction or correction would be forthcoming, we believe that the jury will also find that highly relevant and clearly indicative of your client's calculated efforts to injure my client's reputation in this industry.

We also disagree with any assertion that your client's defamatory statements were not sufficiently identified in my prior letter. As stated there, your client's defamatory statements are or have been contained in or on Mr. Peters' Facebook page (in various postings thereon in August, 2020), on the Axanar Facebook Page (also in August

2020 postings), on Mr. Peters' Axanar Youtube page and on the Fan Film Forum Facebook page.

For your convenience, select excerpts from these sites are contained in the attachment of *exemplary* instances provided herewith. (The instance previously referred to as a June 18, 2020 press release is included as the third item on page 2.) However, please note that these examples are not intended to be comprehensive of all defamatory comments therein, especially since we have noticed that your client has demonstrated a habit of repeating the same or similar statements on multiple platforms. Also, regarding the attachment, you will note the requested corrective action that my client requests for each instance of defamation. Whether or not your client complies with each of these requests will be relevant to O.C.G.A. § 51-5-11 and § 51-5-12, just like the comments on the web page cited above that in actuality retract or correct nothing.

We also note that many of the cited comments remain publicly available. In addition to our retraction or correction request, we also ask that they be removed from public access. However, you are hereby instructed not to destroy any discoverable information that may relate to any claims or defenses related to defamation, copyright, unfair competition, etc.

We also disagree with your comments about our reading of O.C.G.A. § 51-5-11 and, more particularly, the Supreme Court of Georgia's decision in *Mathis v. Cannon*, 276 Ga. 16 (2002). The Court made clear in *Mathis* that a take-down request, like the one stated in your August 10, 2020 email, even though made before filing a complaint is not sufficient to constitute a request for retraction or correction so as to enable the plaintiff to recover punitive damages. *See Mathis*, 276 GA at 29 (finding that because Cannon only asked for the deletion of three messages and did not ask Mathis to correct or retract any of his statements that Cannon was not entitled to recover punitive damages).

Quite simply, your client did not make any such retraction or correction request before filing his complaint. Indeed, your August 10, 2020 email does not even contain the words "correction" or "retraction." Thus, even if your client were to succeed in his defamation claims (which we believe is highly unlikely for a number of reasons that will be revealed to your client as discovery progresses), he would still not be entitled to any recovery of punitive damages pursuant to O.C.G.A. § 51-5-11.

My client also categorically rejects your suggestion that Mr. Peters co-authored the modifications and additions that Mr. Jenkins made to the preexisting script, and your letter fails to present any evidence indicating otherwise. Moreover, your client claims in his First Amended Verified Complaint that he authored the “preexisting script.”¹ Although your client explicitly admits that Mr. Jenkins “edited” that preexisting script, he actually did much more, as the modifications and additions to each of the episodes demonstrate. These modifications and additions to the original preexisting script are copyrightable derivative works, as the Copyright Office has recognized in issuing two copyright registration certificates.

As such, my client will *not* withdraw his copyright claims associated with the two registrations identified in my earlier letter. My client is also unimpressed by your client’s baseless proclamations to attempt to hold my client responsible for not authorizing your client to use Mr. Jenkins’ copyrighted content. Indeed, as previously stated, your client is not authorized to use my client’s copyrighted content. (That said, my client is willing to entertain any offers from your client to license such content.) Moreover, my client is further unimpressed by any insinuation or assertion that my client’s copyright registrations somehow constitute actionable defamation, as any such contentions are baseless.

Regarding defamation, your client appears to try to conjure up a new defamation contention regarding a May 18, 2020 email from my client. Clearly, this effort is a belated and half-hearted attempt, since it is conspicuously absent from both your client’s initial and first amended complaints, which allege ... defamation. Also, unlike my prior September 17 letter, your letter also fails to identify any allegedly defamatory content in the email that should be retracted or corrected.

Your client has a long history of engaging in the sort of activities described above and as contained in his latest action yesterday that no reasonable person (or juror) would perceive as a genuine retraction. Your client even brags about his actions on social media. If it has not become apparent yet, your client’s defamation claim is tremendously weak and quite likely subject to dismissal. Yet, as we have already established, your client has engaged in a comprehensive and calculated campaign to defame my

¹ Your letter appears to indicate that derivative works can only exist and are only copyrightable if their original works are “previously published or registered.” This assertion is false. Derivative works are works based on or derived from one or more preexisting works, which your client explicitly admits in his complaint, and as a matter of law are copyrightable as to the additions or changes.

Mr. Michael Mehrman, Esq.
September 25, 2020
Page 4 of 4

client's reputation in this profession they share, and a jury should have no trouble quickly reaching that same conclusion. My client is also prepared and committed to protect and assert his registered copyrights in federal court should your client provide any indication of an intention to infringe either or both. Thus, as your client has repeatedly told his followers that he is personally funding this litigation and is not using any Axanar-related funds, we strongly suggest that your client reconsider all of his positions before this matter escalates beyond a reasonable point of return.

Please let us know if you have any questions or comments.


Sincerely,



N. Andrew Crain

andrew.crain@thomashorstemeyer.com


NAC/mlm
Enclosures



Alec Peters
 1d · 🌐
 HA HA HA HA HA
 Just got a call from my attorney: The Legal Gods are smiling on me this last month. 3 lawsuits / potential lawsuits settled positively and my IP attorney just explained copyright law of co-writers, totally trashing the claims of a particular wannabe director.
 I need to burn some cash as an offering to the legal gods I think.
 🇺🇸 Jon Tessier, Dale Simpson and 137 others
 60 Comments

WHEN: August, 2020
 VENUE: Alec Peters' personal Facebook page

REQUESTED CORRECTIVE ACTION: (1) Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters.



Joe A Kunzler Alec, I'll be patient. In it to win it or something like that. People and The Truth these days....
 Like · Reply · 2h


Alec Peters Ryan Celli Read my blog. Paul outright lies about events and even his own CEO called his behavior "unprofessional".
 Like · Reply · 1h · Edited


Alec Peters Frankie Remley I am Under no obligation to report someone being fired, especially when in the middle of potential litigation with that person.
 Like · Reply · 1h

WHEN: August, 2020
 VENUE: Alec Peters' personal Facebook page

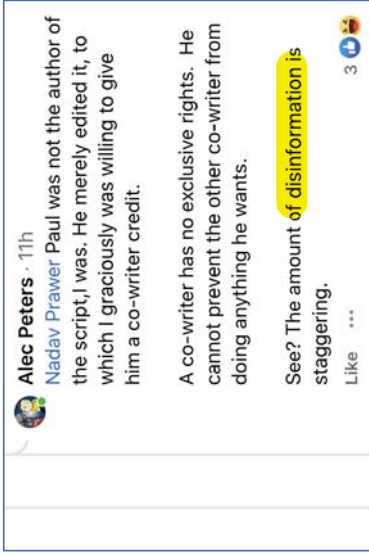
REQUESTED CORRECTIVE ACTION: (1) Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters. Must acknowledge complete fabrication on the question of his claim about META's CEO, which did not happen.

34 m Like

Alec Peters
Reece Watkins I offered Paul a separation agreement that kept his credits intact and put a positive spin on the separation. He refused and decided it was better to set the barn on fire. That's not what you do in the industry and maybe why Paul is never had a career in Hollywood. He certainly seemed to complain a lot about everyone else he's worked with in the industry.
 33 m Like


Reece Watkins
Per Krutke I'm not so sure about that. Alec still has the footage, and Paul's claim of copyright is unprecedented—just ask Alan Smithee. If he doesn't want to be credited, that's fine, but he doesn't have any grounds I can see to hold the footage hostage.
 28 m Like

WHEN: August, 2020
 VENUE: Alec Peters' personal Facebook page

REQUESTED CORRECTIVE ACTION: (1) Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters. Acknowledge claim about my opinions is completely fabricated.



WHEN: August, 2020

VENUE: Alec Peters' personal Facebook page

REQUESTED CORRECTIVE ACTION: (1)

Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters, and additionally acknowledging the fact of approved copyright registration in the work.

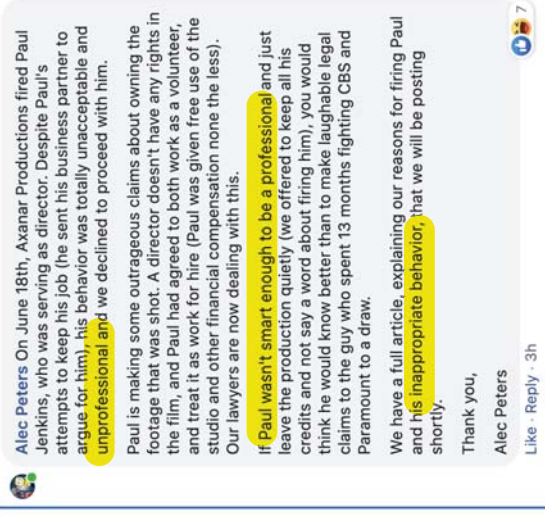


WHEN: August, 2020

VENUE: Alec Peters' personal Facebook page

REQUESTED CORRECTIVE ACTION: (1)

Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters. A acknowledge complete fabrication on the question of his claim about META's CEO, which did not happen.



WHEN: August, 2020

VENUE: Alec Peters' personal Facebook page

REQUESTED CORRECTIVE ACTION: (1)

Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters.

Alec Peters It should be noted that Paul Jenkins and META falsely claim that Meita was a producer on Axanar.

This is entirely false and Paul's attempts to claim Meita was involved is one of many reasons Paul was terminated.

In fact there was never any conversation about Meita being involved and not one scrap of evidence that META was involved.

This is a fraudulent attempt by META to gain access to Axanar IP.

Gefällt mir · Antworten · 21 Min.

Per Krutke Autorin I wonder, why you may speak freely about "fraudulent" behavior regarding META, but can't produce the actual proof about what transpired, Alec Peters, like that email exchange between you and Jenkins. Why does your lawyer prohibit you from doing one thing but allows another?
Especially when you could clear it up here, once and for all. So all speculation ends.
No hearsay, no middle man. Just black on white (or vice versa).

Gefällt mir · Antworten · 1 Min.

WHEN: August, 2020
 VENUE: Alec Peters' personal Facebook page

REQUESTED CORRECTIVE ACTION: : (1) Repost original accusation, in jpeg form. (2) Additionally, post supplied and copied screenshots texts demonstrating one actual conversation between us, disproving Peters' claim of "no conversation." (3) Post retraction of statement. (4) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters, and additionally acknowledging that such conversations did in fact happen.

Per Krutke
If YOUR version of events is correct, **Alec Peters**, then WHY was he fired (instead of choosing to leave the project out of transparency, accountability and credibility issues)?

44 mins · Like · More

Reece Watkins
Per Krutke Non-performance. The shoot was in October, he didn't deliver his work to the editor despite having eight months to do so.

41 mins · Like · More

Alec Peters
A whole range of issues which will be released when my lawyer is finished reviewing our release and I post it. Those issues include LYING and failure to do the work, 8 months and ZERO work done in post production.

40 mins · Like · More

Alec Peters
And MY version of events is fully documented and backed up by people who worked on Axanar, like our Director of Security **Dale Simpson** above.

WHEN: August, 2020
 VENUE: Axanar Facebook page

REQUESTED CORRECTIVE ACTION: (1) Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters. Must clearly acknowledge that no work was possible considering Peters had no post-production supervisor, no VFX supervisor, no money and an editor who quit. Must acknowledge that Dale Simpson would have had zero specific firsthand knowledge of any aspect of post production.

Michael Stevens It's so weird how this project attracts only the worst people who then have to be fired because they don't act like basic human beings.


Like · 1d

Alec Peters Actually, the project attracts a LOT of great people. But some of them, who aren't professionals, decide to take advantage of the situation.

Like · 10h



WHEN: August, 2020
 VENUE: Axanar Facebook page

REQUESTED CORRECTIVE ACTION: (1) Repost original post, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters.

 **Alec Peters**
 I doubt META Studios CEO wanted the press release on the Studio website, as it creates liability for the studio for defamation. Plus it is just bad form. **No professional** would post that.
 2 h Like

WHEN: August, 2020
 VENUE: Axanar Facebook page

REQUESTED CORRECTIVE ACTION: (1) Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters. Additionally apologize to META CEO, Sarah Boyd.

 **Alec Peters** 1) Paul has ZERO rights over any footage. Neither a co-writer, nor a director, gains any rights in the filmed footage. Settled law, end of story.
 2) Axanar has all the footage shot, so that is not an issue.
 3) Paul is violating the Fan Film Guidelines and endangering ALL fan films by copyrighting the script.
 4) If Paul was a film making professional, he would never have released that press release with so many obvious falsehoods in it. **He lacks any knowledge of how copyright works.** Ironic for a comic book writer.
 Like · 52m  2

WHEN: August, 2020
 VENUE: Fan Film Forum Facebook page

REQUESTED CORRECTIVE ACTION: (1) Repost original accusation, in jpeg form. (2) Post retraction of statement. (3) Post unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters. Clearly acknowledge Paul Jenkins' ownership of copyright, as granted by US Copyright Office.

WHEN: August, 2020
VENUE: Axanar YouTube

Axanar After Dark

#94

I fired Paul Jenkins on June 18th. A month and a half ago. I fired him. I fired him for many reasons which I'll discuss on another livestream. Inappropriate behavior. Lying. Failing to do the work. No work had been done in 8 months. There were a lot of reasons, and I'll go into it on another video.... I offered Paul, when it was clear that we could not work together anymore, he just burned the bridge so bad. I said, "Look, let's part ways. We'll just say you're too busy with other projects because you obviously are. We don't need to say anything but I'm not working with you anymore. So let's part amicably." I offered them a separation agreement that would've kept his credits on Axanar and we would've agreed just to say "Sorry, he's too busy." He decided "Nope, I'm not going to do that. I'm going to be a dick to you guys instead." The guy has never worked in Hollywood on any real movie. Rule number one in Hollywood is when you leave a project you don't burn any bridges. You just leave. That's it. Creative differences. Whatever. Rule number one in Hollywood. And unfortunately when we have these amateur directors come in they don't know this. And they don't get this. And I'm sorry you're all pissed off that I fired you, Paul, but if you were a professional film director you would know, move on. Or you would've graciously taken my separation agreement and said "Fine." But unfortunately he didn't and I was forced to respond today.... Paul didn't like Prelude. I don't know why he was doing it. He kept taking cheap shots at Prelude. He didn't like this. He didn't like the way it was shot. He didn't like the actors. I don't know why you were doing it.

REQUESTED CORRECTIVE ACTION: (1) Read original statement live on Axanar YouTube channel, as reprinted here. (2) Make retraction of statements. (3) Make unqualified and sincere apology, acknowledging wrongdoing on the part of Alec Peters. Acknowledge that claims of my participation in film and other professional work are willfully inaccurate and intended to harm. Acknowledge that there were no such "cheap shots" aimed at Prelude – in fact, Prelude was the very reason Mr. Jenkins agreed to join. Acknowledge intention of driving a wedge between me and original filmmakers behind Prelude (Christian Gosset and his production company).

Exhibit E

FACTUAL ALLEGATIONS

8.

Mr. Peters has at all relevant times been the dominant author of the non-profit Star Trek fan film production known as "Axanar."



Alec Peters · 11h

Nadav Prawer Paul was not the author of the script, I was. He merely edited it, to which I graciously was willing to give him a co-writer credit.

The script for Prelude to Axanar was primarily written by Christian Gossett. The first script Alec Peters handed to Paul Jenkins for this project was credited to Alec Peters and Bill Hunt. As can be seen in the example provided, Paul Jenkins modified and added to a majority of the script, modifying roughly between 1/2 to 3/4 of the entire script. This version contains brand new characters and a comprehensive rewrite of most of the dialogue.

Alec Peters

Re: Hey mate!

To: Paul Jenkins

10/3/17

AC

Alec Peters

Introduction

To: Gary Graham, Cc: Paul Jenkins

12/1/17

Details

Dude! (My 20 years in CA mean I say that a lot)

I had a blast. The reason we spent so long together, and probably could have talked all night, is that we share a passion for storytelling and making media! When you meet those people, my mind goes "Let's work together!".

And I definitely want you as part of the Axanar team. So, let's start with co-writer. Once we have final versions of the two scripts, I will see Rob's level of commitment. If he wants to direct, I have to give him that as he has been on board as the director for two years now! But I will try and carve out the Atlanta work for you to direct. Also, I am talking to our sound designer, and will ask him to be the Axanar Audio Drama producer, and you the director. I am up for giving you as much as you want and can handle. The joy of this project, like any, is getting to work with great people.

I would love to actually post about you joining the team as co-writer. That would be a big boost for the community. That OK? Want to write something up for me so I don't write "Legendary comic book writer Paul Jenkins joins Axanar".

Gary:

Allow me to introduce you to Paul Jenkins. Paul is a well known cross media creator, author, comic book writer, and video game creator. He owns his own production company called META Studios and is currently working on multiple projects across film, comics and games. I met Paul through a mutual friend in the film industry and we hit it off. He loves Axanar and has re-written the script for the 30 minutes we are allowed to produce under our settlement agreement with CBS.

Paul wants to chat with you about his ideas for the shoot, and I think you will find him a smart, passionate, capable professional. I gave Paul your #, so expect a call.

Thanks!

Alec

FACTUAL ALLEGATIONS

24.

Mr. Jenkins contributed to two Axanar episodes entitled "AXANAR: The Four Years War Parts IV and V" (the "Parts IV and V Episodes") by editing a preexisting script authored by Mr. Peters and directing the filming of the episodes.

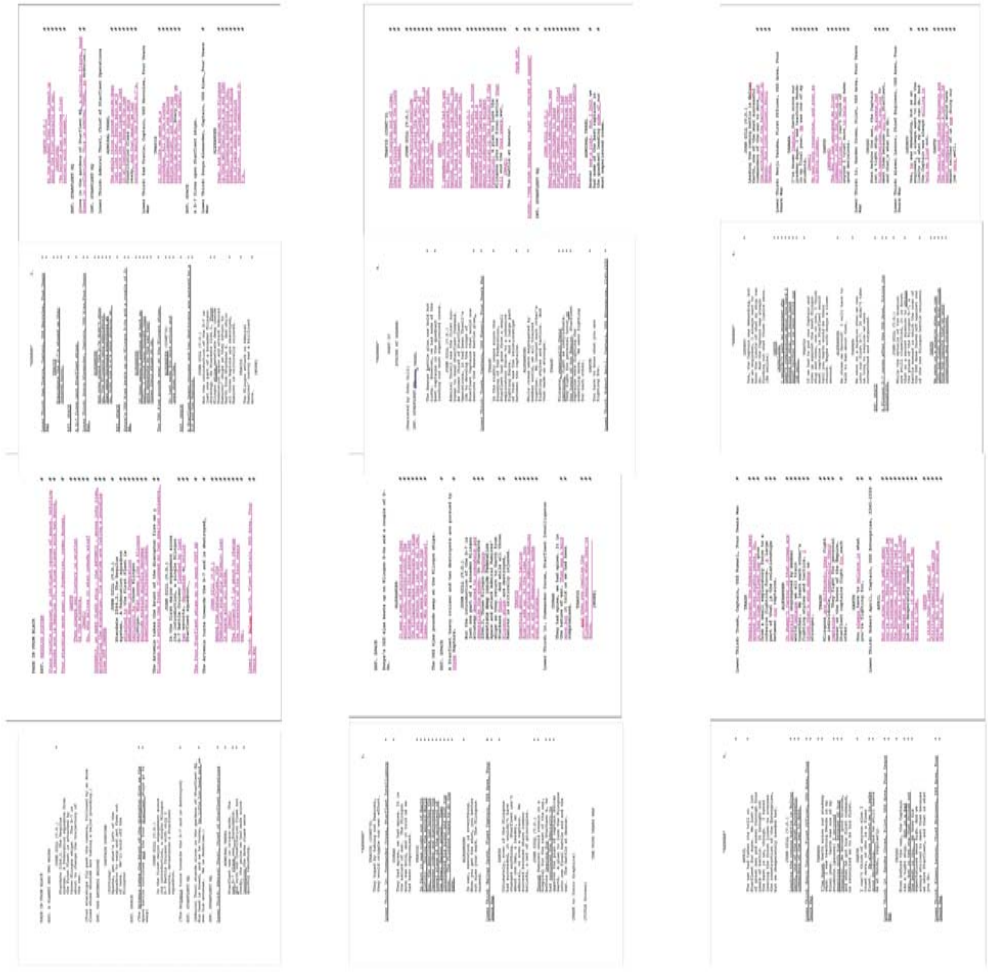
From Alec Peters' original filing, which he made public yet did not clarify publicly with his second, amended filing; thus, this remains part of his public assertion.

See accompanying example of modified script for both episodes, which is copyrighted to Paul Jenkins. The claim of a simple "edit" of the existing script – made also publicly on a number of occasions and in Alec Peters' claims via his attorney – is inaccurate. A simple review demonstrates that the script is comprehensively modified with many substantial additions, including new characters added and dialogue mostly replaced throughout. Numerous formatting errors were additionally fixed.

26.

Mr. Jenkins did not request and did not enter into any written agreement concerning compensation, work for hire, authorship, or copyright ownership pertaining to the Parts IV and V Episodes.

There was no discussion to enter into such an agreement.



FACTUAL ALLEGATIONS

21.

Mr. Peters uses release of the Axanar episodes and related trailers for viewing on the Axanar YouTube channel to assist in the solicitation of contributions to offset the hard costs of the Axanar episodes.

One single Axanar-related “episode” was released in 2014. There have been zero “episodes” (plural) released since.

13.

Axanar has been a successful production since 2014 garnering considerable popularity and following in the Star Trek fan community, presently including over 4.5 million views on YouTube and over 90,000 subscribers to the Axanar YouTube channel.

Prelude to Axanar – directed and produced by Christian Gossett and his producing team – was released in 2014. This claim was amended from the original, in which Alec Peters stated “Axanar has been a successful *serial* film production...” In six years, Alec Peters has produced zero new episodes. Over \$1.4M was raised and no further episode was ever produced.

21.

Although not required to do so, Mr. Peters allowed Mr. Jenkins free use the Ares production studio, equipment, costumes and supplies for several days for projects unrelated to Axanar for Mr. Jenkin’s own benefit as a “thank you” for his contribution to the Axanar production.

While this point is generally unrelated to any other claims, Ares Studios’ use is intended for fan film productions, which META’s production – *Warped* – is. The use of the studio was never claimed as any kind of “payment” for META’s work on Axanar, since Alec Peters is disallowed from paying anyone under the terms of his settlement with CBS. The use of the studio was in line with Ares Studios’ supposed charter. In addition, META Studios used the studio space for one single day, not multiple days. Use of equipment was reciprocal, since META provided lights, green screens, canopies and other equipment for the Axanar Production, for which no payment was received. This was provided as a gesture to save money for the fan-funded production. The suggestion that the use of Ares Studios was somehow agreed-upon payment for producing, writing and directing services is a manufactured idea after the fact.

23.

On information and belief, Mr. Jenkins knew at all relevant times that Mr. Peters intended to release the Axanar episodes and related trailers that Mr. Jenkins contributed to by making them available for viewing on the Axanar YouTube channel, and to use the release of the episodes and related trailers to assist in the solicitation of contributions to offset the hard costs of the production.

Alec Peters claimed all money for the October Axanar shoot was already raised. Two weeks before the shoot, with his team requesting clarity and an accounting of the money, he admitted he did not have the money available and was waiting for money from a props auction in Canada. The producers were unable to verify the money since access to the bank accounts for the production was not granted. When pressed on this issue, Peters claimed he could not show those accounts for “accounting reasons.”

FACTUAL ALLEGATIONS

37.

Mr. Jenkins did not serve as "co-producer" for the Parts IV and V Episodes.

38.

Mr. Peters did not offer or agree to give Mr. Jenkins "co-producer" film credit attribution for the Parts IV and V Episodes.

39.

On information and belief, Mr. Jenkins at all relevant times

understood that he would not receive "co-producer" film credit attribution for the Parts IV and V Episodes.

29.

Mr. Peters exercised control over the performance of Mr. Jenkins' tasks as director including, without limitation, the selection of the location and timing of filming, selection of the filming crew, and production of visual effects.

31.

Mr. Peters exercised control over the production of the Parts IV and V Episodes including, without limitation, selection of the studio, production team, actors, sets, set decoration, props, equipment, music and costumes involved in the production of the Parts IV and V Episodes.

39.

On information and belief, Mr. Jenkins at all relevant times

understood that he would not receive "co-producer" film credit attribution for the Parts IV and V Episodes.

"META was not a producer" is a claim made more than once by Alec Peters. As the following pages show, META worked directly on the producing of the Axanar project. There was a conversation – one of many but the only one written into a text chain – about META's position as a co-producer (submitted on following pages). In that text chain, Peters agrees to this fact, and offers suggestions about supporting title cards for META Studios to be shown in the trailer. His contention that "there was never a conversation" is demonstrably false.

The following series of emails and texts demonstrates that, indeed, META Studios worked on the production of the project. From the provision of budgets to hands-on material production work... from the specific organization of shoots, to crew hires. In short, META Studios came in – as specifically agreed upon – to help produce Axanar. However, there were issues with Alec Peters' lack of production knowledge and experience.

It was quickly apparent that Peters was in over his head, having no understanding of the workings of a set, and little awareness of how his arbitrary decisions would affect the bottom line. In a meeting attended by Director Paul Jenkins, Producer Scott Conley and Producer Chris Mills, he was presented with a budget and led through the production line item by line item. Peters repeatedly insisted on spending additional money, such as insisting on an "Efrosian" character that was never intended for the shoot, which would add time and money for prosthetics. By the end of the meeting he had added roughly \$12,000 to the budget. Those present made every effort to make sure Peters was fully capable of covering this additional money, which he claimed to be. However, as the October shoot got closer to production Peters admitted the money was not all in place, and he was "waiting for payment from a Canadian auction." The last vendors were paid at the end of February for work done in October. Peters clearly was not in possession of the required finances. This was damaging to existing relationship producers had with those vendors.

Mister Peters' first meaningful act on set was to send the Efrosian character back to wardrobe on the first morning of the shoot, thus costing the production hours of down time as everyone waited for the character's prosthetic to be removed and reapplied. After a somewhat heated discussion, in which certain realities of production were explained to Peters, he removed himself from all aspects of producing and concentrated solely on organizing the fan engagement in the separate warehouse, and most of the BTS. Despite his assertions that he "controlled all aspects" of the production, he did not. Cast selections from Atlanta casting sessions were made by the director. Peters regularly ceded production decisions – and virtually all creative decisions – due to a lack of experience and a general lack of understanding about such matters.

 **Alec Peters** It should be noted that Paul Jenkins and META falsely claim that Meta was a producer on Axanar. This is entirely false and Paul's attempts to claim Meta was involved is one of many reasons Paul was terminated. In fact there was never any conversation about Meta being involved and not one scrap of evidence that META was involved. This is a fraudulent attempt by META to gain access to Axanar IP.

Gefällt mir · Antworten · 21 Min.

 **Per Krutke** Autor/in I wonder, why you may speak freely about "fraudulent" behavior regarding META, but can't produce the actual proof about what transpired. Alec Peters, like that email exchange between you and Jenkins. Why does your lawyer prohibit you from doing one thing but allows another? Especially when you could clear it up here, once and for all. So all speculation ends. No hearsay, no middle man. Just black on white (or vice versa).

Gefällt mir · Antworten · 1 Min.

Alec >

No rush

Are you expecting to have the META logo in the trailer?

I just read your email.

Yes of course. We are the production company, mate. 😊 If you recall, we talked about that.

I do not

And where do you expect it to go?

After the end card I assume.

And Axanar Productions is technically the production company.

But I am cool.

It is how we place it that is my concern.

Because now you are stepping on CBS issues

(Just because I don't remember us discussing does not mean we did not, it means I don't remember)

Well, we did talk it over but obviously there are so many aspects to all of this. I don't make a big push for these types of things but obviously, since I am doing everything for free, and working very hard, I would want it to mean something.

Yes I am fine with that

I probably didn't make it into much of a big thing. I tend to be pretty understated. But thanks, yes,

It either has to be at the beginning BEFORE the trailer, or after the end card. And in either case, it should be either "Axanar Productions, in association with Meta Studios" Or just two cards, "Axanar Productions" (fade in, fade out) and then "Meta Studios" (fade in, fade out)

Ares Studios would technically be there as well, but for legal reasons I am not putting it in.

I think the second, yes. That makes the most sense.

We can do it at the beginning to make the whole thing seem grander. Much more Hollywood.

But now Dana needs to do an Axanar Productions card too, an date two styles (animated or not) need to match.


Yeah, I think so. Logos should preferable be assimilated with sound design. Will talk to Mark about it. Better if they were incorporated into his music but we can still provide our own, if needed.

Is there not an Axanar Productions one?

No, the music should start before any title cards. Definitely not different music. This is not the Fox logo at the beginning of Star Wars

Yes, we are saying the same thing.

Cool

Alec Peters 

Production

To: Paul Jenkins, Scott Conley

November 26, 2019 at 7:49 AM

AC

Great meeting the other night guys. I love our plan. Scott, why don't you and I get together to sketch out a budget?

Alec

Scott Conley 

Re: Production

To: Alec Peters, Cc: Paul Jenkins

November 26, 2019 at 11:37 AM

SC


[Details](#)

Hi Alec,

I left you a message. Most helpful thing for me to start would be if you can provide your cast/crew rate list from Prelude. This will help me with who/what you paid previously. I can then do a rough map out of estimates. My biggest variables will be cast \$\$ and stage rental.

S

[See More from alec.propworkx.com](#)

Alec Peters 

Re: Production

To: Scott Conley, Cc: Paul Jenkins

November 26, 2019 at 12:19 PM

AC

[Details](#)

I have nothing outside of what I paid cast, which was \$1,000 each. I could dig into what we paid Ben Kitty Studios, but it was close to \$10,000 for two days over two weekends. yeah, WAY high.

☆ **Alec Peters** 

Post Budget

To: Scott Conley, Cc: Paul Jenkins

February 20, 2020 at 3:02 PM

AC
Details

Scott:

Here is what Mark sent me previously. Let's discuss.



Axanar Post Budget.xlsx

Scott Conley

Re: Post Budget

To: Alec Peters, Cc: Paul Jenkins

February 21, 2020 at 6:01 PM

SC
Details

This looks fair, under market rates and reasonable.

[See More from alec.propworkx.com](#)

[See More from alec.propworkx.com](#)

Alec Peters 

Final Bills

To: Scott Conley, Chris Mills, Paul Jenkins

February 25, 2020 at 10:58 AM

AC



I have paid both the \$95 SAG bill and the \$716 Set Supplies Bill. We should now be done with all October Shoot Bills.

Alec

☆ Alec Peters

Re: Axanar Sunday Budget Estimates
To: Scott Conley, Cc: Paul Jenkins

March 12, 2020 at 1:18 PM
Details

AC

Any updates on this budget Scott? We are track?

Alec Peters

Website: <http://www.axanar.com>

YouTube: <https://www.youtube.com/user/startrekaxanar>

Facebook: <https://www.facebook.com/Axanarfilm/>

Twitter: <https://twitter.com/Axanarfilm>

On Feb 21, 2020, at 6:06 PM, Scott Conley wrote:

Hi Alec,

Here is the estimated budget I'm working with. Geoff has agreed to bring virtually all of the equipment, lighting, even DIT that we need for \$600. He's given me a rough travel estimate of \$300 plus meals, but that will all be based on actual costs. I wanted \$250/day for kit fee, so I've let him know that won't work for this budget.

I'm waiting on a final production insurance quote, so that may change, and besides Geoff and Jim, the other numbers are placeholders.

Please let me know if this budget total is attainable for the shoot.

If we have to make concessions, we would need to have a larger conversation, as I've already allocated all of the items (like a free 2nd AC) that I'm aware of to date.

Scott

<AxanarSunday.pdf>

Scott Conley

Re: Axanar Sunday Budget Estimates
To: Alec Peters, Cc: Paul Jenkins

March 12, 2020 at 2:06 PM
Details

SC

Tracking to come in under budget. [REDACTED] has to drop off, but Geoff has a DIT capable computer with him. I recommend we give him a few extra dollars, but we are on track to come in under budget even with that.

See More from alec@propwork.com

FACTUAL ALLEGATIONS

40.

Although the Parts IV and V Episodes were filmed on October 4 to 6, 2019, Mr. Jenkins failed to provide Mr. Peters with his "director's selects" of the raw film footage, which is the customary first step in the editing process.

41.

Although Mr. Peters requested the "director's selects" for the Parts IV and V Episodes on multiple occasions, Mr. Jenkins failed to deliver them.

42.

Mr. Jenkins did not complete the role of "director" for the Parts IV and V Episodes because he failed to provide Mr. Peters with the "director's selects" for the episodes.

43.

On information and belief, Mr. Jenkins failed to perform the work necessary to prepare the "director's selects" for the Parts IV and V Episodes.

This claim was made to justify firing META Studios after producers had informed Alec Peters META may have to pull out of the production via various emails. This demonstrates the lack of integrity META felt was associated with this project. META employees voiced concerns about the misuse of donor money. After receiving this email, Peters fired META from the project:

Lastly, you went back on the agreement you made with Scott and I about the use of the money during the last shoot. You previously agreed that you would hand us the money, we would use it, and hand you the receipts and the change. With perhaps one day to go before the shoot you changed your mind. That is shady AF. Frankly, I am no longer willing to engage in this fucking drama. You go back to one simple "interview" shoot, money gets put into a position where META uses it and accounts for it, we start the process of post and VFX and this project gets finished instead of being dragged out. If you are not prepared to do this, you'll find yourself with yet another group of people who feel forced to walk away from this project, and that will just kill it.

Paul

In his reply, Alec Peters created a series of falsehoods to justify META's firing. Yet these were claims manufactured after the fact and are provably untrue. Director Paul Jenkins had provided selects as much as it were possible to do so in the form of notes to the script supervisor during the October shoot. These would be the only creative input necessary and would be referred to at a later date, once actual selects were provided to the editor. Alec Peters' own actions and emails demonstrate he does not understand this concept or process.

4.2				0:07	25	NG-Timing off - need to see Tanaka as Garth moves his head. E1400 3200K
4.3				0:07	25	G E1400 3200K
5.1				0:18	25	G-2nd choice E1400 3200K
5.2				0:07	25	G-Directors favorite. E1400 3200K

FACTUAL ALLEGATIONS

42.

Mr. Jenkins did not complete the role of "director" for the Parts IV and V Episodes because he failed to provide Mr. Peters with the "director's selects" for the episodes.

The typical process for post-production would be to hire a post-production supervisor. After being informed what a post-production supervisor was, Peters handed that title to Axanar's editor, Mark Edward Lewis. The editor and director began work on a trailer for the project, working in a typical fashion, handing selects and building the trailer creatively until the process came to a standstill. Alec Peters did not provide the editor with title cards, and repeatedly admitted a lack of understanding and that he was responsible for the delay (see following email exchange).

Note that Mark Edward Lewis is acknowledged as the post-production supervisor. He was also lined up to be the editor of the project. Mark would be responsible for setting a post-production schedule, where the post team would begin working directly on Axanar's edits as soon as certain factors were in place: notably, funding.

With no money available for post-production, Mark would be unable to set a schedule. He quit the project sometime in February anyway, and subsequently returned. Axanar had no editor, no calendar or schedule for post-production, no visual FX supervisor in place and most importantly, no money. As a post-production supervisor, Mark's hands were tied. There was no funding available for him to organize the work.

There was no formal request from Alec Peters or Mark that he begin the process of post-production. Putting anything into motion was impossible due to lack of funding. There are, however, examples of META requests to stop wasting time and donor money on extraneous expenses and begin the process of post. This culminated in a final plea to Alec Peters – a frustrated email from the director that Peters used as grounds to dismiss META from Axanar. The email (following) urged Peters to stop wasting money and complete the project, which has taken over six years and has lost nearly \$2M in all its forms with nothing provided to the many people who donated to see its completion.

Instead of putting donor money into post-production, Alec Peters put into motion the filming of a new and completely unnecessary scene that was never described in the script. This scene – a Star Trek bridge full of actors in blue makeup and prosthetics – would have been unnecessarily time-consuming and expensive. This was typical of Peters' approach: many of the "attack" scenes shot in October were never called for in the script. These were added maybe six to eight weeks before the shoot, but they had no bearing on the story, which was supposed to comprise only of faux-interviews with Axanar characters. The "photon attack" scenes were not needed for the Axanar story. Director Paul Jenkins questioned their purpose. It was explained by Alec Peters that they would be great additions to his efforts to raise money. META producers felt Peters was unnecessarily using previously donated money to raise more money.

More problematic, however, was the misuse of donor money for a new project called War Stories. Peters had stated in an email that he was going to use donor money to film this project, yet no donors had agreed for their money to be used this way. He claimed he "had been so efficient" with donor money that it could be afforded. However, while he continued to raise money for Axanar he put no money towards paying Mark Edward Lewis for his editing services, nor Tobias Richter for his VFX services. META now understands those people were never permitted to be paid in the first place.

The misuse of donor money in this fashion goes directly against META Studios' stated core values of integrity, transparency and accountability.

Paul Jenkins @

Trailer notes

To: Alec Peters

March 14, 2020 at 12:29 AM

PJ

Alec and Mark,

Sending this to Alec first so that he can approve and then forward...

I believe we will be able to keep the music and timing intact with a couple of needed tweaks. I have no timecode, specifically, so I am solely going by the time in the .Mov file.

At 00.29.01 please remove the clip of Crysstal and replace with the very next clip of JG that begins at 00.30.04 - move that clip into Crysstal's position. This will give us a little extra space to show the following card for a second longer, which is needed.

Remove Tony Todd at 00.37.11 and also the clip of Alec at 00.39.10. Use the extra space provided by this to allow the next card to play for longer.

Split the card at 00.48.08 into two cards: (1) The final two installments (2) in the Axanar legacy Card #2 should go in the placeholder spot, directly on the beat

Here's a combo clip of the read we need from JG. It combines the second half of audioclip-1584146494-51926, and a small section of audioclip-1584146503-49536 ("You're just a witness to whatever's coming your way).

I am going the fuck to bed since I have to be up and on set at the ass crack of dawn.

P



☆ **Alec Peters** @

Re: Trailer notes

To: Paul Jenkins

March 14, 2020 at 12:32 AM

AC

This is all spot on. I will get Dana to create two new cards in the AM.



January 21, 2020 at 10:41 PM
[Details](#)

Mark Edward Lewis

Re: Trailer Finish

To: Scott Conley, Cc: Alec Peters, Paul Jenkins

At this point I'm out of pocket until first week of February.

I'm not aware that "it should have been done by now" when I've been very clear about what's required to Alec and Paul to move forward, and there has been no interest to move forward on any of those areas.

Again, just the 6 hour VO with JG - unless we're not going to move forward with the Audio drama. In which case, a simple 30 minute session will do.

No grefs are required indeed. I'm not aware that job has been assigned. I'd asked for someone to be assigned to this weeks ago.

Please let me know when in Feb. we can have the VO session with JG.

In Your Service,

Found in Sent - plenkins@metastudios.com Mailbox



Paul Jenkins

Re: Trailer Finish

To: Mark Edward Lewis, Cc: Scott Conley, Alec Peters

January 21, 2020 at 10:47 PM
[Details](#)



Hey man,

I hear you but honestly, I am not sure there's anything I could do to provide anything that's needed. I don't know who's providing motion graphics for us, and I really can't schedule JG because I'm not even in the loop on his studio time. I'm just waiting, really. Sorry if you thought you were waiting on me for something.

P

[See More](#) from Mark Edward Lewis

Found in Inbox - plenkins@metastudios.com Mailbox



Mark Edward Lewis

Re: Trailer Finish

To: Paul Jenkins, Cc: Scott Conley, Alec Peters

January 21, 2020 at 10:49 PM
[Details](#)



Nope. We're all waiting on Alec.

In Your Service,



Alec Peters 

Re: Trailer Finish

To: Mark Edward Lewis, Cc: Paul Jenkins, Scott Conley

January 22, 2020 at 11:14 AM

AC
Details

Mark:

You and I need to talk because I have NO IDEA what motion graphics are needed. Also, I wasn't asked about the process for JG doing VO, which I think is an easy call.

And, as Post Production Supervisor, you need to demand what you need, not sit around waiting. Granted, I said I would call and have failed to do so (I will blame the 13 puppies we rescued). So I take part of that blame.

So, I need to understand WHAT exactly you need for Motion Graphics. Are we talking lower thirds? Are we talking titles? What exactly do you need. Also, I got you the assets from New Wave. Are these not what you need? Do you need more? Are these the basis for what you need?

As to JG. Let's get his VO for the trailer done first. With another shoot coming up I have to pay for, I would rather wait till we fund raise some more until investing in JG for 6 hours in a booth. Can JG do this at home? Do we need the studio? I am Ok if we are talking 30 minutes in studio it isn't that expensive.

Alec

Sounds fine.

As I mentioned when you sent the New Wave assets, those don't help us for the trailer. I don't need you knowing what needs to be done and how to do it. I need you to send me people so I can manage it.

If you've seen the trailer, then you know there are titles, and of course two full cards of end notes for whatever you want said at the end. These are not going to be stills. These need to be Branded Axanar animations to Paul's spec. I need to know what is going to be said on those cards.

I need the contact information for who is going to do that. I spoke with Adam weeks ago about this, and he also delerred to you finding someone. You mentioned you would look into this and get back to me with candidates.

A 30 minute session is all that's required for JG for certain.

I'll certainly own that I haven't stayed in contact with you over the holidays and January on this. I apologize.

To be clear: I can currently do nothing. Here's what I need to complete the trailer:

1. VO from JG - timed to trailer cut (he'll need the trailer so Nate can insure proper timings)
2. Someone to do the above mentioned motion graphics.
3. Approval of final text for the last two cards.

Once I have these assets, I'll be quickly able to complete the trailer with approvals for the mo graphs notwithstanding.

In Your Service,

Mark Edward Lewis
Elite Performance Coach | Pinnacle Performance Coaching

[See More from alicprepwork.com](#)

Alec Peters

Re: Trailer Finish

To: Mark Edward Lewis, Paul Jenkins, Scott Conley

January 29, 2020 at 9:36 AM



I am addressing Mark's last email.

I now have a person who is a Creative Director at Booz Allen, who is a big Axanar fan and has "several hundred 3D artists and designers". He said he can help us find someone. Of course I need to know what it is we need and what kind of person has that skill set. I also will approach Territory VFX, who did work for us for the feature. But until I understand EXACTLY what is required, including text, direction, and everything, I can't do a thing. I needs specifics. Telling me "We need motion graphics" doesn't cut it. You assume I know what that means.

I am talking to Mark about this, but you all can chime in if you have relevant information.

- 1) What exactly do we need? "Motion graphics" is meaningless to me. I need specifics and an example, preferably in Prelude to Axanar. Is this the title sequence from Prelude? Is this the final Title from the Prelude Trailer? What are we trying to do?
- 2) Who is in charge of the artistic direction of these "motion graphics"? Paul? Mark? Are we merely replicating the previous title? If so, fine, if not, why not?
- 3) What do these "motion graphics" say?
- 4) What is the skill set of the person who will execute these "motion graphics"?
- 5) What would the job description of someone who might have this skill set be? Graphic artist? 3D artist?

Mark and I played phone tag and he will call me later and give me as much information as he can.

Alec

FACTUAL ALLEGATIONS

44.

On May 15 and 17, 2020, Mr. Peters sent certain Axanar team members emails containing his plan to shoot additional scenes for the Parts IV and V Episodes.

Alec Peters undermined the process of the production by trying to justify shooting the “Andorian scene” and War Stories – a blatant misuse of donor money. Instead of consulting with the supervising producer – in this case, META’s Scott Conley – he called Geoff Fagien, a camera operator whose job description does not include budgeting or scheduling. Geoff unwittingly had a discussion with Peters about the costs of shooting in Los Angeles, which is not in his job description. Peters then called Paul Jenkins with this information. He was attempting to save money in Los Angeles by not sending Scott Conley to produce the segment filmed there. Paul told him no matter what, neither Geoff nor he should have been Peters’ first call. Scott should have been.

Instead of calling Scott Conley, Peters sent out a new email addressed to members of the Axanar team: he copied Mark Edward Lewis (editor) Geoff Fagien (camera operator) and, “accidentally,” a person named Scott Trimble instead of the project’s actual producer, Scott Conley. In this email, Peters calls for shooting the extra materials and tries to assign tasks. However, Paul Jenkins had told him half an hour before that he was obliged to call Scott, and that any other discussion was irrelevant. Peters chose to ignore this. The fact that he “inadvertently” copied a different Scott was, in the opinion of the producers, another example of his lack of integrity.

Upon being blindsided by this email, Paul Jenkins copied the correct Scott, who replied to Peters (see following emails). Peters attempted to arrange a meeting to clear things up and, since he had been exposed on the misuse of donor money with the proposed “War Stories” – now tried to backtrack. But at this point of the interaction, the protocols of the production were being undermined by Peters’ general lack of understanding and experience. The proposed misuse of donor money was extremely problematic to META, going against its stated values of accountability and integrity.

45.

On May 18, 2020, Mr. Jenkins responded with a profanity laced, demeaning email stating that “I don’t have the time nor energy to do s[] right now” and effectively demanded that the Parts IV and V Episodes would have to be a “META co-production” as a condition of Mr. Jenkins’ continued involvement.

The email (following slides) did not insist META be a co-producer as a requisite of their continued involvement – META was already a co-producer. Instead, the email is an attempt to protect the donors of the project – past and present – and to prevent Peters from misusing donor money. Paul Jenkins’ email states, “This project is – by your own agreement – a META co-production” (see below). While the email demonstrates frustration on behalf of the director, Peters’ blatant disregard for transparency, misuse of donor money, unwillingness to prioritize the project and put it into post-production was the primary topic. Peters’ description of the email as “profanity-laden and demeaning” seems intended to curry some nameless support when seen in the context of his own frequent profanity, inappropriate behavior and lack of accountability and integrity (more below).

This project - by your agreement - is a co-production with META Studios. Largely this is because you do not have the experience, knowledge or professional demeanor to organize a shoot properly. Even in your responses you say that you have made additional plans that you’re only telling us about now. There are so many considerations in terms of safety and logistics, food, travel and so on. Scott is eminently qualified to do this, and you are not. You have demonstrated repeatedly that you make bad decisions that waste time and money. Chris, Scott and I sat

Alec Peters

Axanar

To: Paul Jenkins, Scott Trimble, Geoff Fagien, [REDACTED]

May 15, 2020 at 4:20 PM

AC

Guys:

So after discussions with Geoff and Paul, I have worked out how we will shoot the rest of what we need for Axanar, War Stories (vignettes we are doing with famous Sci-Fi authors writing the stories), and the Andorian bridge scenes. Here is the plan (with no clue when we will be able to execute due to CV-19).

L.A. Shoot - One day - Shooting 4 actors (hopefully Gary Graham, Kate Vernon, Martin Kove and Faran Tahir). I have the perfect sound stage in Sun Valley (just north of Burbank) which has a pre-lighted green screen stage.

<https://filmstage365.com/>

BUDGET: Approximately \$16,000

Atlanta Shoot - Two Days - One day for War Stories, and Day 2 for Andorian make-up. Admiral Threll and Captain Trask in the AM, and an all-Andorian bridge shoot in the afternoon.

BUDGET: Approximately \$13,000

Budgets attached.

Paul, you are directing the L.A. shoot of course, as well as Threll and Trask in Atlanta on the bridge. I am handling War Stories and the Andorian bridge shoot, as we are making a trailer of this, which we may even use to launch a separate film. Because we are being so efficient with our money, we can include shooting War Stories without a separate fundraiser.

Scott, I am handling producing the LA shoot since it is only one day. Would love your help on the Atlanta shoot.

There are TWO additional shoots which we will worry about later:

- 1) Starfleet HQ in L.A., part of our big donor weekend. Mark is directing that.
- 2) The Bar Scene. Garth and April. Rob Pralgo is into this and it is simple. Paul, would love you to direct this. And frankly, being British, who else would I ask to direct a scene in a bar? ;-)

We currently have \$20,795 towards the current \$35,000 raise already in the bank.

Alec

Scott Conley

Re: Axanar

To: Alec Peters, Cc: Paul Jenkins

May 17, 2020 at 8:07 PM

[Details](#)

SC

Alec,

I have to say I'm a bit surprised with this email, since it appears that you've been having a lot of conversations about producing this project without including your producer.

I appreciate that this ultimately is your project, your baby- but when you have enlisted a team of filmmakers to help execute your vision, and then do not include a key player in important discussions, it's frankly unprofessional.

You've outlined a bunch of decisions that immediately bring up a lot of questions that, in my professional opinion, should be discussed with the appropriate members of the filmmaking team.

At this stage I'm not going to address the logistical, budget, creative, and multiple project concerns I have.

As someone who has been professionally working in the tv/film creative industry for more than 20 years, to have an executive producer decide to remove me from a portion of a project while giving no reason, having no discussion, and conferring with other crew who do not share the same job descriptions leaves me frankly baffled.

So if it's your intent to take over production of any part of the project, then we wish you well, and Meta Studios will no longer be a part of this project. If you want to have Meta continue to produce your project, then the three of us will need to revisit our job descriptions, how this all will work, and specifically what it will look like.

I've spoken to Paul, and I'll let him take it from here.

Regards,

Scott

Alec Peters @

Re: Axanar

To: Scott Conley, Cc: Paul Jenkins

May 17, 2020 at 9:31 PM

[Details](#)

AC

Scott:

I suggest we all get together and chat. I think you took my email way to "set in stone". I work on Axanar every single day, and know what we need from a big picture/donor perspective. We need to show we are thinking about these shoots, and show donors we are moving forward. I already I have changed one of the days in Allianta and pulled out War Stories so that we don't spend production assets on that project and moved over the green screen shoot to Saturday so we can do more characters, and maybe reshoot Corax and Tanaka.

So pick a night and I can meet you over your way.

Alec

Paul Jenkins

Re: Axanar

To: Alec Peters, Cc: Scott Conley, Geoff Fagien, Mark Edward Lewis

May 18, 2020 at 11:36 AM

Details

PJ

Alec,

I don't "need" to meet with you. Frankly, I don't have the time nor the energy to do shit right now. This constant bullshit is a massive drain on everyone's energy. But for the sake of getting things in one place - with apologies to Mark and Geoff who you copied elsewhere on an email that did not include Scott - I am putting this all together.

This is a META co-production. If you wish to move on with this project then please let us know. Otherwise, please confer with the producers about all producing decisions. The director and editor get to make creative decisions while they confer with the producers.

When you called me on Saturday about this I made it abundantly clear that you should TALK TO SCOTT, as a matter of professional courtesy. Instead, you sent out an email copied to three other people, and in a Machiavellian twist you suggested these conclusions had been reached by conferring with Geoff and I, as if he and I had somehow endorsed them. Scott should have been your very first call, before me and most certainly before Geoff, who is not a producer on this project. He should have been your immediate call after you spoke to me, and I am fucking ripshit that you willfully ignored my request. You have absolutely no knowledge in this arena, and yet you continually make uninformed decisions, thus undermining the project and pissing everybody off. Your lack of professional courtesy here is just insulting. FFS. Is it any wonder you have a trail littered with people you simply dismiss as "haters" when you act like this? In January you basically fired our DP and put poor Geoff in a shit position, all because you don't think about anyone's job or perspective. We had to teach you then about protocol and courtesy yet here you are again doing exactly the same thing. You think everyone is free labor to do as you instruct. META is only here to try and deliver to fans the very project they tried to fund years ago.

This project - by your agreement - is a co-production with META Studios. Largely this is because you do not have the experience, knowledge or professional demeanor to organize a shoot properly. Even in your responses you say that you have made additional plans that you're only telling us about now. There are so many considerations in terms of safety and logistics, food, travel and so on. Scott is eminently qualified to do this, and you are not. You have demonstrated repeatedly that you make bad decisions that waste time and money. Chris, Scott and I sat with you and went over the budget for October and you kept ADDING SHIT, even when we suggested not to. And in the end, you blamed our two producers for literally following through with the plan you approved, fixating on such trivia as toilets even though they were basically used by the army of non essential people you brought in over the course of the shoot. All of this repeated line of bullshit from you leads to hard feelings and difficulties. You create problems where none exists. I swear, you could pick a fight in an empty room. In response to this, Gary Graham has made it clear he is not coming back because of you - only for me. This is typical of how these things go with you because you continually piss everyone off, including us now.

There is just no need to drag this project out into two shoots. I realize you want to do a shoot in Atlanta with War Stories and also a bridge full of Andorians but this would not be fair to the army of people who have donated to see Axanar fulfilled. Neither of those things should be a factor - we need to have one single L.A. shoot to finish Axanar and then get it into post. Adding War Stories and the Andorian shoot is an unnecessary burden that trips over the intent of the project, and if you want them you should pay for them personally. I don't think the existing donors should be saddled with these newer ideas. In addition, META doesn't particularly feel like being dragged into these constant add-ons. We can't keep doing additional shoots outside of the scope of the script. Having a bridge full of Andorians is hugely problematic in terms of hair and makeup - I am not at all sure you realize the extent of what you are asking for.

Lastly, you went back on the agreement you made with Scott and I about the use of the money during the last shoot. You previously agreed that you would hand us the money, we would use it, and hand you the receipts and the change. With perhaps one day to go before the shoot you changed your mind. That is shady AF. Frankly, I am no longer willing to engage in this fucking drama. You go back to one simple "interview" shoot, money gets put into a position where META uses it and accounts for it, we start the process of post and VFX and this project gets finished instead of being dragged out. If you are not prepared to do this, you'll find yourself with yet another group of people who feel forced to walk away from this project, and that will just kill it.

Paul

PS: The next time it is made clear to you that you are wrong - as you were in the case of the shirts for the Warped shoot - it might be a better idea to apologize for being an ass instead of blaming your girlfriend. Man the fuck up and apologize to the people on this email for unnecessarily creating conflict. But not me right now. I am too busy for the drama and bullshit. Just leave me in peace for right now and we'll talk again when I can stomach it, which might be a while.

FACTUAL ALLEGATIONS

47.

Since his termination, Mr. Jenkins has insisted that a purported copyright held by Mr. Jenkins prevents Axanar from independently releasing the Parts IV and V Episodes because Mr. Jenkins purportedly “has not been compensated” for his contribution to the episodes.

The claim of copyright is a simple statement of fact, since the copyright has been granted by the US Copyright office.

52.

On information and belief, Mr. Jenkins has undertaken a campaign of knowingly unjustified and objectively baseless legal claims and threats to intimidate Mr. Peters from publishing the Parts IV and V Episodes for the purpose of delaying the release of the episodes and associated trailers, and undermining Mr. Peters’ ability to use the release of the episodes and associated trailers to assist in the solicitation of donations to cover the hard costs of production of the episodes.

This so-called “campaign” is, in fact, a single statement issued by META Studios. The ownership of copyright is a statement of fact. The statement of the Axanar production not conforming to META’s standards of transparency, integrity and accountability is an additional statement of fact based upon META’s own standards. The inference of threats, or intimidation is a baseless claim by Peters used to initiate a lawsuit, in keeping with his past behavior.

57.

The Jenkins Public Statement includes additional false and overtly defamatory charges calculated to injure Mr. Peters in his trade or profession including, without limitation, impugning Mr. Peters’ “transparency, accountability and integrity.”

META Studios made a single statement about leaving the Axanar project – driven in large part by Peters’ frequent YouTube offerings that attempted blame META for Peters’ repeated mistakes and erratic behavior both online and in person. Peters fired META after the company threatened to leave the project. His claims that META was fired for “non-performance” was a manufactured concept designed to obfuscate those who would likely scrutinize the project when META left.

META had additional concerns about Peters’ past behavior – from non-payment of attorneys’ fees and \$300,000 owed to MGM via the Propworx bankruptcy to non-payment of Kathy Hutzler, a widow to whom Peters owes over \$90,000 and admitted under deposition that he had never paid. Peters’ previous financial schemes ranged from double-charging people for shipping to bragging about finding “loopholes” in his agreement and settlement with CBS. He was frequently overt about circumventing this agreement and continues to ship product that is tied to CBS’ ownership of the Star Trek franchise. Director Paul Jenkins had expressed concern with this behavior because it jeopardized the completion of the project – if CBS came back, understandably, to stop Peters’ unauthorized exploitation of the Star Trek franchise, Axanar would be finished and all donor money would be lost. Peters claimed, repeatedly, that he had made all financial information pertaining to his loss of over \$1.4M for the “Axanar movie” available to anyone who wanted to see it. However, he made only top-sheets and summaries available. The documents he did provide are contradictory and incomplete, and they fuel META’s concerns over the misuse of Axanar donor money from the earliest stages of the overall project.

FACTUAL ALLEGATIONS

62.

On information and belief, Mr. Jenkins published and continues to publish the Jenkins Public Statement for the calculated purpose of injuring Mr. Peters in his trade or profession as a film producer.

63.

On information and belief, Mr. Jenkins vindictively published the Jenkins Public Statement in a calculated effort to dissuade potential donors to contributing to Axanar.

The public statement is a statement of fact. It was issued because of META concerns that Peters was using his YouTube channel to blame META for his inability to deliver the Axanar project. In addition, Peters was repeatedly asked to remove META personnel from the credits, and most importantly from his website. As of early October 2020, the requested names and likenesses were still posted on the Axanar website despite repeated requests to take them down. META expressed concern with this lack of accountability. Axanar's website listed actors Gary Graham and Kate Vernon as cast members despite Mr. Graham leaving and Ms. Vernon never being approached to reprise her role.

62.

On information and belief, Mr. Jenkins published and continues to publish the Jenkins Public Statement for the calculated purpose of injuring Mr. Peters in his trade or profession as a film producer.

63.

On information and belief, Mr. Jenkins vindictively published the Jenkins Public Statement in a calculated effort to dissuade potential donors to contributing to Axanar.

64.

On information and belief, Mr. Jenkins vindictively published the Jenkins Public Statement in a calculated effort to destroy Axanar as a continuing Star Trek fan film production.

77.

As a result of Mr. Jenkins' actions, Mr. Peters has suffered injury in his trade or profession, monetary loss, emotional pain and suffering, inconvenience, mental anguish, and loss of enjoyment of life.

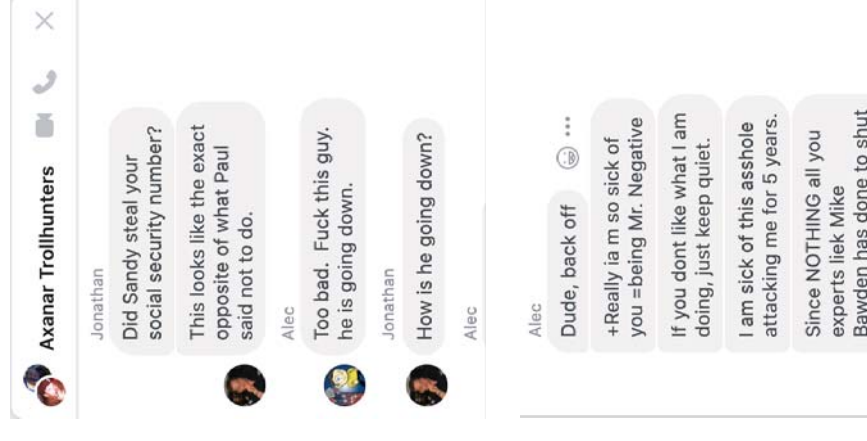
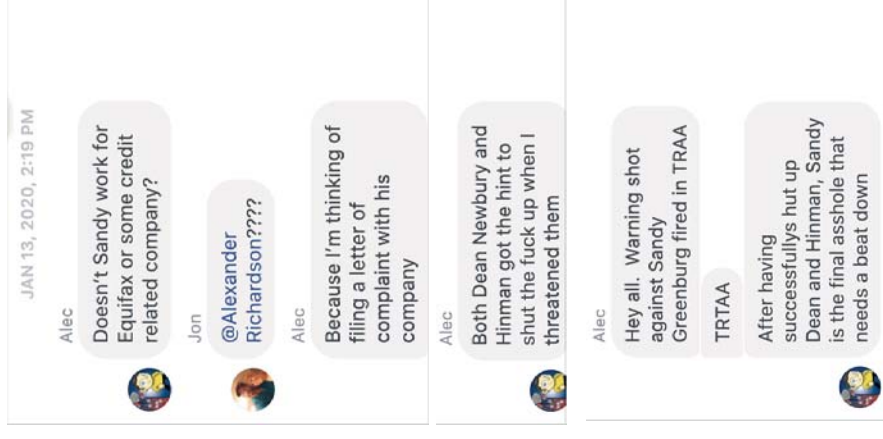
The above elements of Peters' unfounded complaint – most notably, the notion he has suffered “emotional pain” due to a simple statement of fact – are a foundation of META's contention that Peters' lawsuit is malicious, intended to harm. The following pages provide examples of behavior that does not conform to META Studios' core values.

Alec Peters runs a Facebook message group called the Troll Hunters. This group –
egged on by Peters in his role as the “leader of Axanar” is intended for the sole
purpose of attacking, undermining and even harming detractors. The Troll Hunters
members act as surrogates, coordinating attacks against those perceived to act
against the interests of Peters.

In this exchange, they discuss a detractor from the Axamonitor group, and
discuss how to get that person fired from their job. Alec Peters had repeatedly
promised to Axanar’s director, Paul Jenkins, that he would not engage in this
type of behavior, which would detract from the production. Note that Peters
specifically brags about blackmailing detractors (following pages). There is
even a specific threat of violence highlighted on the next page. Yet this same
person – Alec Peters - claims “mental anguish and loss of enjoyment of life”
based on one single statement of fact from META Studios.

When Paul discovered this group existed, he asked to be added and urged
them to refrain, for the sake of the production and the fans supporting it. This
was met with a blithe dismissal from the group at the end of the exchange.

Paul also suggests – not for the first time – that META might have to remove
itself from the production if this behavior continues.



Jonathan
Once Alec does it to Sandy, it becomes "allowed" for either side to do that to the other.

Alec
I already did it to Himman

Jonathan
And didn't they already do it to Collin?

Jonathan
Publicly?

Alec
Has anyone here done anything they wouldn't want their employer to know about?

Jon
Nopel!

Colin
They didn't go after my job, one of them started that stupid dual Bud Whatever and was harassing my family and friends

Alec
The haters need to be sent a message. One I would have sent a couple years ago if I had been smart.

days/weeks" doesn't mean shit in the real world. At the least he can be reported to his job for cyberbullying. Do you think a credit bureau will look kindly on the mountain of stuff he has done to @Alec Peters and @Crysstal Hubbard and the rest of us???????

You want to wait to do something...you can wait.....Alec doesn't have to

Alec
I mean Equifax is the WORST company for him to work for with this pile of evidence.

Jonathan
They take privacy very seriously.

Jonathan
Anyone else worried about their job?

Alec
What does that mean Jonathan?

Go to his employer. unless you have someone who will take him out, that is the best course of action

Jonathan
And not done with two weeks of sleep deprivation.

Alec
And I am not oppose dto physical violence against him, I just dont want to pay a hitman

Colin
Nah, physical violence isn't always as useful as a complete mindfuck.

Jon
Sandy is a shitbag, and @Alec Peters has enough screenshots to go to his employer and fuck Sandy 6 ways till Sunday. Sorry to say @Jonathan Lane , but constantly saying "wait think about this for a few

We'll, that escalated. Valid point @Alec Peters , but unless we are going to drop Sandy's body in Loch Ness, there isn't much anyone can do.

Alec
These assholes only shut up when it will cost them not to

That isnt true. I can go to his employer, Equifax, which is ALL ABOUT privacy.

You think they will like that their employee revealed private information in a US lawsuit?

React

I am sick of these assholes.

And NEVER has ignoring them worked.

NEVER

Colin
We're all sick of Sandy...he needs shutting up but it needs to be well armed, well planned, and above all, permanent.

Since NOTHING all you experts liek Mike Bawden has done to shut people up, and only when I have been aggressive like with Dean and Himman have they shut up. maybe I know something you dont

Jonathan
I'm just saying that you might want to wait until you've had a full night's sleep for a week or so before making any important decisions about how best to handle Sandy. Truth to power, my friend. 😊

Alec
This pussy footing be nice approach your wife takes hasnt done shit to shut them up

I threatened Dean to tell Himman's employer and we havent heard from him in two months

I threatened Dean to tell his wife about his infidelity and he shut up

Axanar Trollhunters

Alec
No I'll let her chew his employer telling him about how he's been acting for five

Years
Fuck Apple dictation

No, a letter to his employer

Reece

1

Alec

Alec
I know!

HA HA HA

It was CBS who didnt redact it properly

big deal

you still broke privacy laws i the uk

Reece

The thing to do is hire a UK private detective and track him down. Then send him a cease and desist letter, basically saying "we know where you are".

1

That should shut him up. If he comes back with more swagger, then you move forward with the lawsuit, notify HR at his work, the whole ball of wax.

Alec

No need to send a C&D or hire a PI, we know where he works

Equifax

Reece

He still thinks he's untouchable. Nothing like a good registered letter coming to your front door to say "you're fucked, wisequy".

1

Alec

Ugh

Colin

Pretty pathetic. As always, they think Alec is bluffing.

The reactions are actually amusing, Alec.

Jon

Of course the fact he starts off with saying he got a private legal document, because "you didn't redact it properly", as if that makes it OK.

Interesting...AxaMonitor is down to 999 members...down about 8.

Jon

Sandy is crying to the haters

Reece

Good.

Colin

Yup...here it comes, I got it...

Axanar Trollhunters

They've been doing it from the moment AxaMonitor started.

Alec

I promise Crystal only one lawsuit at a time. That doesn't mean I can't write his employer, or have a solicitor in the UK right his employer

Colin

Nick Cook have any connections in the legal field?

Alec

Pretty sure he's in Scotland not in London. And I believe Sandy is in London

Colin

Distance from Edinburgh to London is akin to Boston to Philly...he may know people...

Alec

Ok I'll ask
What I really need is a London law firm to write the letter to Equifax

Jonathan

Google.

Or ask Paul. He's British.

Jon

Ask @Alexander Richardson

AxaMonitor

Sandy Greenberg ▶ AxaMonitor
3 hrs · 🗨️

Ah Alec, you do amuse me.

So after his comment on Indiegogo I emailed him, because I knew he always takes the bait. So apparently he thinks I'm behind some "Gentlemast" pages (whatever that is) and setting some things up in his name. He's decided that because I work for Equifax UK that I have access to his info. Unfortunately it doesn't work that way. I have no access to the live consumer data in the UK and due to the data breach a few years ago we have no connection to the US systems at all. There are ways to get his SS number in public searches of course.

As for the revealing private legal information, well that's bullshit too. There was just one document from the lawsuit that they redacted incorrectly which enabled me to copy and paste the text and see the whole thing. It's in the files section somewhere. That isn't a crime. You'd think someone who is a lawyer by training would know better.

Slender

← All Inboxes

AxaMonitor

Sandy Greenberg ▶ AxaMonitor
3 hrs · 🗨️

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Slender

← All Inboxes

Axanar Trollhunters

I'll be there on a bit

JAN 19, 2020, 8:40 PM

John

@Paul Jenkins here is everyone you wanted to speak with.

JAN 19, 2020, 9:45 PM

Thanks. Stand by.

Hi everyone,
I always try to be positive in how I conduct myself, both with fans and friends. I am grateful to be a part of Axanar, and have loved the work so far. But we have arrived at a point that creates a specific issue for me and my company, META Studios.

Alec, you've made me a number of promises not to engage the people at Axanar in public arguments. But today I was shown this entire shit storm with Sandy Greenberg. We're back to square one again, so I feel the need to step in with this group. I want to make clear the problem META Studios has with this because I am not going to put this burden on Alec personally anymore – it needs to be solved by

everyone on this message chain. I'm not going to express anger or disappointment because my feelings on the subject are immaterial. You're all grown-ups, so I am going to explain my concerns to all of you so that you can discuss with me – and among yourselves – whether or not the issue come to an end once and for all.

META is currently engaged with investors, who are doing diligence on us as individuals, and on the company's activities. We feel very happy to be a part of the Axanar project, and we're proud of our participation. Along with a gaming project, a digital storytelling project in Canada and a recent thing we did at Pinewood Studios, Axanar is listed as one of our current projects. Therefore, our investors are going to be looking at it as they make their decisions about funding we are seeking for projects. It doesn't take a rocket scientist to see that if they come upon allegations of identity theft, or tribalistic arguments in a Facebook group, or whatever, we run the risk of being associated with it. If that happens, the accusations and arguments may jeopardize our ability to

complete this raise. Someone's personal actions may directly affect our business. It's as simple as that.
Now, you may think we're on our high horse. You may be angry. You may want to say, "But Sandy Greenberg is a bad person and he is slandering us." That is immaterial. If you have an issue, there is no reason for it to be conducted in a public forum. This person can be sued. He can be engaged privately – hell, he can screen cap all of your emails if he wants but that is on him. Frankly, why would you even email with him anyway? The Axanar people can do whatever the hell they like but we have an obligation to our project not to be involved in the Axanar intrigue. Axanar is a non-profit corporation that belongs to the fans and donors, each of whom deserves respect. In other words, this project is bigger than any of us individually, and we all represent this project. With so many people involved it requires leadership, an adherence to professionalism, and an absolute and total silence in the public space.

So, to everyone involved in this, I ask you all to understand that if this thing with Sandy Greenberg (or any of the Axanar people) spills over into our business – if we get even the slightest hint that this is risking our financing – META may have to withdraw from the project. We absolutely, positively, do not want to do this. I think it would be the death knell for Axanar, frankly; at the very least it would be a whole bunch of new problems. We don't want to explain that to anyone, and we don't want to be another lost asset. Neither do we want to have people talking about some negative connection to the project. We want to continue as we had done until recently – with positivity and forward momentum.

But guys... this is so fucking avoidable it boggles my mind. I was promised there would be

no more issues. All Axanar has to do is be radio silent until the project is ready. Is that so hard to do? There are two paths available: one path leads to bullshit, anger, frustration, and a legacy of nothing except broken promises and disappointment; the other path leads to vindication, justifiable pride, camaraderie, and a legacy of having proven the doubters wrong. I know which one I would choose.

One last thing: it would be a simple matter to visit the Axanar Facebook page and simply block each and every single person on it. None of you would ever see a single word they ever posted again. The fact that you haven't done this speaks volumes. Do you want to actually ignore them and take them out of your world? If so, there's your solution.

So, please – PLEASE for the love of God – please stop with this unnecessary fighting. Please look at whether or not you are as guilty as they are in this thing and adjust accordingly. Please have some respect for other people involved in this project, and please display a modicum of self-control. Axanar friends, fans and family are relying on us all to do our part.

I want to be clear here: I'm not trying to be Dad, not trying to be the Internet Police. I definitely agree, @Colin, that these people they have no one to fight with in the coming months and (b) we complete the film.

It is not either or. We can do more than one thing at a time. Working on Axanar doesn't mean everything else in the universe stops.

Just my opinion but gather material against Sandy, but don't do anything with it yet. The real momentum lately is not within the weekly the Axanar after dark live

together's are a fun "hey friends, pull up a chair around the fire" type thing. We need to build that audience up. Maybe a set time frame every night that we can push.

If you want the absolute most satisfaction for money and effort, find out where he lives, fly over there, and kick him in the balls. Case closed.

I have to say, given the choice between seeing Greenberg's ass fried which is a fervent wish or seeing Paul continue with the project and seeing Axanar completed which will make fan rejoice and haters burn, the project takes importance. Remember, Greenberg is going to be one of the ones who is going to go down with the hater ship along with O'Halloran, rest. Hell, even Carlos has been visibly backing away. Their membership number went down on the group as I recently noted. Their decline is finally becoming visible. Alec, gather your ammunition but stockpile it, Greenberg will no doubt add to it as he starts to gasp for air as Axanar gets closer to release. Finish the project to put the stranglehold on all of the idiots.

probably hates Greenberg as much as you, but reach the happy goal of seeing Axanar finished...then nuke the motherfucker back to the Big Bang when he won't be expecting it.

I might add, that when I confronted Sandy and Gabe, they both blocked me on FB and Twitter. They are keyboard warriors and honestly way, way below your level. @Alec, Stay on target and we will keep telling the truth about the project - and when it's done we will get the last laugh.

I would like to retask this group to collecting all the damning evidence we can against Sandy For me to present to his employer.

Alexander Richardson had done an amazing job with the British law AS it relates to Sandy revealing the redaction in the law suit.

I still have that. Alexander has sent that to his former employer. So now I think we have to go through the Axamonitor group and screencap all the really damning stuff.

I want to put it together and 50+ page document of all his nonsense to present to the legal dept at Equifax

Speaking as someone who used to take on the detractors as a way of life, giving that up and saying nothing these past seven months has been as hard for me as it would be for any of you. We all want to "win," but the true win with this project is a completed Axanar...not a zinger in a forgettable Facebook thread or a public threat to call Sandy's boss.

Alec, if you want to take on Sandy privately, go for it. I wish you all the success you can afford. But this project can't afford to lose @Paul...nor to have to explain that loss to both donors and detractors.

Let's all keep our eye on the true win, not the distracting mirages along the way. The detractors want to divert our attention to meaningless minutiae so

Crystal and I have been slandered, attacked, stalked and had my life and that of Crystall, threatened. Now this may be inconvenient for you, so I am happy to keep my legal work against Sandy private, but I will not ignore direct threats against me. I will just not make anything public.

This little group here are the only people who have consistently stuck up for me for 5 years, fighting for the truth and to protect Axanar. But I will ask them all to avoid the haters.

Everyone block Sandy please. I have deleted the post.

@Alec Peters I think being private about it is best. The public thing just gets these people what they want anyway. He sounds like a pretty shitty human being but even so, it's best to go after him privately.

@Alec Peters, Sandy is now blocked on my Twitter....

Axanar Trollhunters
Paul I haven't engaged the haters or posted anything political as you requested until the threatening email I got from sandy. Tuesday my lawyer and I will begin filing a complaint with his company, Equifax. I am happy to take the post down, but lets be clear, the ONLY thing that has stopped any hater in the past 5 years have been direct threats employment (I threatened to take Michael Hinmans slander to the editor of the paper he wrote for), or their personal relationship (I threatened to tell Dean Newbury wife about his infidelities which is common knowledge). Neither has been heard from since. As everyone knows, the only way to stop a bully is to punch them in the nose.

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Axanar Trollhunters

Collin's right. There's no real time pressure to act against Sandy immediately. He's been an utter dick for five years; he's not about to change any time soon. 1

Alec: That's the whole point. His employment is a pressure point that will get him to change his act

Collin: He's probably expecting something now...wait for when he isn't and meantime, make him think you're doing it now. Make him sweat. Make a public post that you will be handling some "problematic issues" which he can make his own conclusions about and let him start looking over his shoulder.

Alec: Sorry, I just don't see any value in waiting

Reece: Wrong equation. There is considerable RISK in moving against him now instead of waiting.

Alec: What risk?

Then at the moment...gather information. Contact Equifax if you haven't already and find out what the procedure is when it comes to an employee mishandling private/personal information. Get the lowdown on what someone needs to do to report it, and what they will do if they get a credible report. Greenberg is going to *not* denigrate the risker against him yet, I just feel it.

Reece: If the exposure makes Paul have to quit the project. That's a hundred times more ammo for the haters to pile on you.

Alec: What exposure?

I said everything is gonna be done directly with his employer not public

Alec: One thing does not lead to another

We have no control over what Sandy does. And going to his employer is highly likely to shut him up as it did Hinman. Plus Paul is OK with my pursuing a legal strategy.

Reece: Precisely. There is no guarantee that going

Alec: Well Paul has no issue with me pursuing my legal rights on private. So that is the last word.

Collin: Hinman has been around at Hater Central but he hasn't commented about Axanar.

Alec: Exactly

Jeff: And they will get a reminder that they aren't just isolated behind the keyboard when I do a drive by biscuit delivery on my NASCAR trip. 1

Reece: Post hoc ergo propter hoc. You can't guarantee Sandy will do anything like the others.

Collin: He is, after all, a VERY special kind of stupid. 4

No. if Sandy is public about something being addressed in private, that will not lead to us leaving. Not at all. That is his issue. I just ask that we do not do this publicly. 1

Jon: He will share it to the haters, which gives @Alec Peters another round of stuff to send to his employer

Yes @Alec, our difficulty doesn't lie with their behavior. It lies with what is in our control. 2

Alec: Thank you

Reece:

John: Can we all just do what I asked when I first started joining this channel? Can we please block and ban every single member of Axamonitor so we are no longer receiving the input or opinion of the perceived enemy.

You can still hate their guts all you want but this way your minds will not be poisoned by their trash.

My mental health can't endure it so that is what I have done to stop the madness.

And this is coming from the guy who wanted to solve all the haters with bricks. So if I can climb down off my "lefts fuck em up" position I think we can all do like wise and dial it back at least 50% so we stop making our much need friends uncomfortable working the project.

Alec: John you had removed yourself from this group, which I thought was a good move. Not sure why Jeff added you back in.

I am going to remove you both again since the point has been made and we are All in agreement.

Alex Peters NO EXCUSES And no fucking rationalizations...Jst fucking get over it people, you don't talk shit about KIDS, especially ones with a disability...Jesus Christ, what do we need a Socialpork sponsor for you people to fucking get the message? Good! Trump is NOT A ROLE MODEL. If you act like him, you are a role model.

Bud, please, PLEASE. I know you feel this way but we have to keep it in our pants until the project is released. We are all trying so hard to deliver it, and I just need us to have these discussions in private for right now until that time comes. You have a lot of Conservative supporters. This alienates them. Please. I will buy you alcoholic ice cream! 🍷

I wholeheartedly agree with you, BTW. Cannot believe that turd is threatened by a 16-year old girl.

Attacking kids crosses a line

Don't disagree. But once we get into "you fucking people" that also crosses a line we don't want to cross. I think we need to be aware collectively of how we do this.

I spoke with the troll hunters too

Oh yeah? How did it go? Well, I hope.

Yeah everyone is on the same page

Do you mean, like Carlos and those people? Or did you mean troll hunters, like people involved with Axanar?

Whatever the case, it's for the best to slow everything down now. Thank-you.

The troll hunters are the group that goes out and confront the heaters on Facebook. They know only to confront people who are not part of the axamonitor hater group

My big concern is raising money

He warned me before hand that he was going to bring up the haters and that stuff. I sighed a bit. Happy to talk about how you and I get along just great but not really about the haters.

I agree.

Yeah Jonathan is too fixated on the haters

His wife certainly is.

I just said what I always say: they are very passionate, and I wish people would be nice to each other.

She is so worried about the haters and she has the power to crush them.

Believe me I have my wish list, but he's nowhere near it

I'm waiting for a heater or two to drop dead

Hater

I would never wish it on anyone really. It's fucking awful and life is precious.

I am trying to reach Bawden to go over this all. It is a process, I think.

But please... this is not helpful: https://axanarproductions.com/who-owns-axanar/?fbclid=IwAR0o8xyA9AEe_KLmy93vwi8TR_cXXLzrgG1Y-XxlybG-e79hS7UqQbg

Can we try to remain quiet about this until (if) it is resolved? This is just stoking the flames.

Paul Jenkins
 Founder, Chief Creative Officer

To learn more about META Studios, please check out our website:
www.metastudios.com

Exhibit F

Michael Mehrman

From: Alec Peters <alec@axanar.com>
Sent: Wednesday, August 12, 2020 9:54 AM
To: Michael Mehrman
Subject: Fwd: Axanar

Begin forwarded message:

From: Paul Jenkins <pjenkins@metastudios.com>
Subject: Re: Axanar
Date: May 18, 2020 at 11:36:55 AM EDT
To: Alec Peters <alec@axanarproductions.com>
Cc: Scott Conley <sconley@metastudios.com>, Geoff Fagien <gfagien@gmail.com>, Mark Edward Lewis <mel@markedwardlewis.com>

Alec,

I don't "need" to meet with you. Frankly, I don't have the time nor the energy to do shit right now. This constant bullshit is a massive drain on everyone's energy. But for the sake of getting things in one place - with apologies to Mark and Geoff who you copied elsewhere on an email that did not include Scott - I am putting this all together.

This is a META co-production. If you wish to move on with this project then please let us know. Otherwise, please confer with the producers about all producing decisions. The director and editor get to make creative decisions while they confer with the producers.

When you called me on Saturday about this I made it abundantly clear that you should TALK TO SCOTT, as a matter of professional courtesy. Instead, you sent out an email copied to three other people, and in a Machiavellian twist you suggested these conclusions had been reached by conferring with Geoff and I, as if he and I had somehow endorsed them. Scott should have been your very first call, before me and most certainly before Geoff, who is not a producer on this project. He should have been your immediate call after you spoke to me, and I am fucking ripshit that you willfully ignored my request. You have absolutely no knowledge in this arena, and yet you continually make uninformed decisions, thus undermining the project and pissing everybody off. Your lack of professional courtesy here is just insulting, FFS. Is it any wonder you have a trail littered with people you simply dismiss as "haters" when you act like this? In January you basically fired our DP and put poor Geoff in a shit position, all because you don't think about anyone's job or perspective. We had to teach you then about protocol and courtesy yet here you are again doing exactly the same thing. You think everyone is free labor to do as you instruct. META is only here to try and deliver to fans the very project they tried to fund years ago.

This project - by your agreement - is a co-production with META Studios. Largely this is because you do not have the experience, knowledge or professional demeanor to organize a shoot properly. Even in your responses you say that you have made additional plans that you're only telling us about now. There are so many considerations in terms of safety and logistics, food, travel and so on. Scott is eminently qualified to do this, and you are not. You have demonstrated repeatedly that you make bad decisions that waste time and money. Chris, Scott and I sat with you and went over the budget for October and

you kept ADDING SHIT, even when we suggested not to. And in the end, you blamed our two producers for literally following through with the plan you approved, fixating on such trivia as toilets even though they were basically used by the army of non essential people you brought in over the course of the shoot. All of this repeated line of bullshit from you leads to hard feelings and difficulties. You create problems where none exists. I swear, you could pick a fight in an empty room. In response to this, Gary Graham has made it clear he is not coming back because of you - only for me. This is typical of how these things go with you because you continually piss everyone off, including us now.

There is just no need to drag this project out into two shoots. I realize you want to do a shoot in Atlanta with War Stories and also a bridge full of Adorians but this would not be fair to the army of people who have donated to see Axanar fulfilled. Neither of those things should be a factor - we need to have one single L.A. shoot to finish Axanar and then get it into post. Adding War Stories and the Andorian shoot is an unnecessary burden that trips over the intent of the project, and if you want them you should pay for them personally. I don't think the existing donors should be saddled with these newer ideas. In addition, META doesn't particularly feel like being dragged into these constant add-ons. We can't keep doing additional shoots outside of the scope of the script. Having a bridge full of Andorians is hugely problematic in terms of hair and makeup - I am not at all sure you realize the extent of what you are asking for.

Lastly, you went back on the agreement you made with Scott and I about the use of the money during the last shoot. You previously agreed that you would hand us the money, we would use it, and hand you the receipts and the change. With perhaps one day to go before the shoot you changed your mind. That is shady AF. Frankly, I am no longer willing to engage in this fucking drama. You go back to one simple "interview" shoot, money gets put into a position where META uses it and accounts for it, we start the process of post and VFX and this project gets finished instead of being dragged out. If you are not prepared to do this, you'll find yourself with yet another group of people who feel forced to walk away from this project, and that will just kill it.

Paul

PS: The next time it is made clear to you that you are wrong - as you were in the case of the shirts for the Warped shoot - it might be a better idea to apologize for being an ass instead of blaming your girlfriend. Man the fuck up and apologize to the people on this email for unnecessarily creating conflict. But not me right now. I am too busy for the drama and bullshit. Just leave me in peace for right now and we'll talk again when I can stomach it, which might be a while.

On May 17, 2020, at 9:31 PM, alec [axanarproductions.com](mailto:alec@axanarproductions.com)
<alec@axanarproductions.com> wrote:

Scott:

I suggest we all get together and chat. I think you took my email way to "set in stone". I work on Axanar every single day, and know what we need from a big picture/donor perspective. We need to show we are thinking about these shoots, and show donors we are moving forward. I already I have changed one of the days in Atlanta and pulled out War Stories so that we don't spend production assets on that project and moved over the green screen shoot to Saturday so we can do more characters, and maybe reshoot Corax and Tanaka.

So pick a night and I can meet you over your way.

Alec

Alec Peters

Website: <http://www.axanar.com/>

YouTube: <https://www.youtube.com/user/startrekaxanar>

Facebook: <https://www.facebook.com/Axanarfilm/>

Twitter: <https://twitter.com/Axanarfilm>

<email-footer.png>

On May 17, 2020, at 8:07 PM, Scott Conley
<sconley@metastudios.com> wrote:

Alec,

I have to say I'm a bit surprised with this email, since it appears that you've been having a lot of conversations about producing this project without including your producer.

I appreciate that this ultimately is your project, your baby- but when you have enlisted a team of filmmakers to help execute your vision, and then do not include a key player in important discussions, it's frankly unprofessional.

You've outlined a bunch of decisions that immediately bring up a lot of questions that, in my professional opinion, should be discussed with the appropriate members of the filmmaking team.

At this stage I'm not going to address the logistical, budget, creative, and multiple project concerns I have.

As someone who has been professionally working in the tv/film

creative industry for more than 20 years, to have an executive producer decide to remove me from a portion of a project while giving no reason, having no discussion, and conferring with other crew who do not share the same job descriptions leaves me frankly baffled.

So if it's your intent to take over production of any part of the project, then we wish you well, and Meta Studios will no longer be a part of this project. If you want to have Meta continue to produce your project, then the three of us will need to revisit our job descriptions, how this all will work, and specifically what it will look like.

I've spoken to Paul, and I'll let him take it from here.

Regards,

Scott

On May 15, 2020, at 5:14 PM, alec [axanarproductions.com](mailto:alec@axanarproductions.com) <alec@axanarproductions.com> wrote:

Guys:

So after discussions with Geoff and Paul, I have worked out how we will shoot the rest of what we need for Axanar, War Stories (vignettes we are doing with famous Sci-Fi authors writing the stories), and the Andorian bridge scenes. Here is the plan (with no clue when we will be able to execute due to CV-19).

L.A. Shoot - One day - Shooting 4 actors (hopefully Gary Graham, Kate Vernon, Martin Kove and Faran Tahir). I have the perfect sound stage in Sun Valley (just north of Burbank) which has a pre-lighted green screen stage.

<https://filmstage365.com/>

BUDGET: Approximately \$16,000

Atlanta Shoot - Two Days - One day for War Stories, and Day 2 for Andorian make-up. Admiral Threll and

Captain Trask in the AM, and an all-Andorian bridge shoot in the afternoon.

BUDGET: Approximately \$13,000

Budgets attached.

Paul, you are directing the L.A. shoot of course, as well as Threll and Trask in Atlanta on the bridge. I am handling War Stories and the Andorian bridge shoot, as we are making a trailer of this, which we may even use to launch a separate film. Because we are being so efficient with our money, we can include shooting War Stories without a separate fundraiser.

Scott, I am handling producing the LA shoot since it is only one day. Would love your help on the Atlanta shoot.

There are TWO additional shoots which we will worry about later:

1) Starfleet HQ in L.A., part of our big donor weekend. Mark is directing that.

2) The Bar Scene. Garth and April. Rob Pralgo is into this and it is simple. Paul, would love you to direct this. And frankly, being British, who else would I ask to direct a scene in a bar
? ;-)

We currently have \$20,795 towards the current \$35,000 raise already in the bank.

Alec

Alec Peters

Website: <http://www.axanar.com/>

YouTube: <https://www.youtube.com/user/startrekaxanar>

Facebook: <https://www.facebook.com/Axanarfilm/>

Twitter: <https://twitter.com/Axanarfilm>

<email-footer.png>

Alec Peters

Website: <http://www.axanar.com/>

YouTube: <https://www.youtube.com/user/startrekaxanar>

Facebook: <https://www.facebook.com/Axanarfilm/>

Twitter: <https://twitter.com/Axanarfilm>

<email-footer.png>

<Axanar Budget v3.xlsx>

Exhibit G

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT (the “Settlement Agreement”) is made and entered into by and between PARAMOUNT PICTURES CORPORATION (“Paramount”), and CBS STUDIOS INC. (“CBS”) (individually and collectively the “Plaintiffs”), on the one hand and ALEC PETERS (“Peters”) and AXANAR PRODUCTIONS, INC. (“Axanar Productions”) (individually and collectively the “Defendants”) on the other hand. Each may be referred to herein individually as a “Party,” and collectively as the “Parties.”

WHEREAS, on December 29, 2015, Plaintiffs filed an action against Defendants for copyright infringement and declaratory relief in the United States District Court for the Central District of California, Case No. 2:15-cv-09938-RGK-E (the “Lawsuit”);

WHEREAS, on May 23, 2016, Defendants filed a counterclaim for declaratory relief in the Lawsuit;

WHEREAS, the Parties hereto desire to settle and compromise any and all disputes arising out of or related to the Lawsuit;

WHEREAS, this Settlement Agreement does not constitute an admission of liability by any Party;

NOW, THEREFORE, in consideration of and reliance upon the terms set forth herein, the Parties agree as follows:

1. SETTLEMENT AND DISMISSAL OF LAWSUIT.

Within seven (7) days after the execution of this Settlement Agreement, the parties will submit a joint stipulation dismissing the claims with prejudice, without costs or fees to any party, asserted by each of them in the Lawsuit.

2. RELEASES.

Except as to obligations set forth in this Settlement Agreement, the parties release each other as follows:

2.1 Plaintiffs, on their own behalf and on behalf of their corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, insurers, representatives, predecessors, successors, heirs, and assigns, fully and forever release and discharge the Defendants, and each of their shareholders, corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, representatives, associates, directors, officers, affiliates, partners, insurers, predecessors, successors, heirs, licensees, assigns, and any and all entities related to, or affiliated with the Defendants, past and present, and any and all previous actions by, through, or in concert with any of them, from any and all claims, demands, defenses, liens, actions, suits, causes of actions, obligations, controversies, attorneys' fees and costs, expenses, damages, judgments, orders or liabilities of whatever kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law, equity or otherwise at any time prior to and including the date of this Settlement Agreement, concerning any of the claims that were or could have been asserted in connection with this Lawsuit, or any activities of the Parties or their counsel in connection with the Lawsuit (collectively, "Plaintiffs' Released Claims"). Nothing herein shall release Defendants from any promise, undertaking, or representation in this Settlement Agreement.

2.2 The Defendants, on their own behalf and on behalf of their corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, insurers, representatives, predecessors, successors, heirs, and assigns, forever

release and discharge Plaintiffs, and each of their shareholders, corporations, partnerships, joint ventures, unincorporated associations, agents, employees, attorneys, accountants, representatives, associates, directors, officers, partners, insurers, predecessors, successors, heirs, licensees, assigns, and any and all entities related to, or affiliated with Plaintiffs, past and present (the “Plaintiff Released Parties”), and any and all previous actions by, through, or in concert with any of them, from any and all claims, demands, defenses, liens, actions, suits, causes of actions, obligations, controversies, attorneys’ fees and costs, expenses, damages, judgments, orders or liabilities of whatever kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, at law, equity or otherwise at any time prior to and including the date of this Settlement Agreement, concerning any of the claims that were or could have been asserted in connection with this Lawsuit, or any activities of the Parties or their counsel in connection with the Lawsuit (“Defendants’ Released Claims”). Nothing herein shall release Plaintiffs from any promise, undertaking, or representation in this Settlement Agreement.

2.3 The Parties agree that each of them is fully aware of the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

To the extent applicable, the Parties hereto, and each of them, voluntarily waive the provisions of California Civil Code Section 1542, with respect to the claims released above.

3. NON-DISPARAGEMENT.

The Parties hereby agree that they will not, directly or indirectly publicly disparage, in print or in any other media (including but not limited to social media), or in any public speaking platform, any of the other Parties or their employees or agents, that may harm the business interests of any of the other Parties, including, without limitation, making any such remarks involving or referring to any of the Parties' business practices. The term disparagement shall not include the recital of any information that is in the public record.

4. DISTRIBUTION OF PRELUDE TO AXANAR

The Plaintiffs agree that Defendants can continue to distribute the short film entitled *Prelude to Axanar by*: (a) streaming or exhibiting on YouTube; and (b) at film festivals and conventions, provided that Defendants are not permitted to exhibit, market, or promote *Prelude to Axanar* at any official Star Trek events or conventions; provided any such distribution set forth in (a) or (b) of this Paragraph 4 shall be on a completely non-commercial basis. For this purpose, non-commercial means that absolutely no money is paid to or made by Defendants or anyone else from such distribution, including but not limited to placement of any ads in connection with its distribution, the collection of any ad revenue, revenue from ticket sales, or compensation or reimbursement of expenses. Except as provided in this Paragraph 4 and Paragraph 5.11 hereafter, Defendants agree that any other form of distribution by Defendants of *Prelude to Axanar* shall constitute a material breach of this Agreement.

5. COMPLETION OF AXANAR.

Defendants have previously developed scripts for a full length film entitled "Axanar," which contains numerous copyrighted elements from Plaintiffs copyrighted Star Trek Works. Defendants agree that they shall not make Axanar as a full length film or any other film

utilizing Plaintiffs' copyrighted Star Trek works, except in accordance with Plaintiffs published guidelines for fan films ("Guidelines"), published in June of 2016, (as may be updated from time to time), which are attached hereto as Exhibit A, and were taken from:

<http://www.startrek.com/fan-films>. However, notwithstanding the foregoing, Plaintiffs agree to permit Defendants to complete two fifteen-minute segments of their Axanar motion picture (the "Permitted Axanar Segments"). These Permitted Axanar Segments shall conform to the Guidelines in all respect, except that for the Permitted Axanar Segments only, the following conditions apply. To the extent that these conditions vary from the Guidelines, these conditions shall control:

5.1 Defendants agree to refrain from using "Star Trek" in the title or subtitle of the Permitted Axanar Segments. At the beginning and/or end of each Permitted Axanar Segment, Defendants are permitted but not required to state "A Star Trek Fan Production." However, any such subtitle may not be in immediate proximity to the title "Axanar."

5.2 Consistent with the Guidelines, the Permitted Axanar Segments must display the following disclaimer in the on-screen credits of the productions and on any marketing material (whether print, digital or otherwise, including but not limited to the production website or page hosting the production: "Star Trek and all related marks, logos and characters are solely owned by CBS Studios Inc. This fan production is not endorsed by, sponsored by, nor affiliated with CBS, Paramount Pictures, or any other Star Trek franchise, and is a non-commercial fan-made film intended for recreational use. No commercial exhibition or distribution is permitted. No alleged independent rights will be asserted against CBS or Paramount Pictures."

5.3 Defendants may not use "Star Trek" or any confusingly similar mark on or in connection with any promotions, marketing, banners, post cards, blogs, panels or festivals

involving “Axanar” in any medium. Defendants may not use confusingly similar Star Trek stylized font, lettering, logos, or designs in connection with any title, subtitle, or promotional material in any medium. Defendants may continue to use the current Axanar star logo on *Prelude to Axanar*, and may use this same logo on the Permitted Axanar Segments but other than that shall cease all use of this logo.

5.4 Defendants must cease use of “Star Trek” or any confusingly similar mark in domain names and discontinue the use of “Star Trek” and the term “official” in social media accounts, including on Facebook and Twitter. This includes but is not limited to the following websites and social media accounts: <http://www.youtube.com/startrekaxanar>; <http://www.youtube.com/startrekaxanarofficial>; <https://www.facebook.com/StarTrekAxanar> ; <https://www.instagram.com/startrekaxanar/>; <https://twitter.com/startrekaxanar>; and <https://www.youtube.com/user/startrekaxanar>. Within seven (7) days of the execution of this Settlement Agreement, Defendants must contact all websites and social media they control (including but not limited to the above websites and social media) in which the Star Trek name appears, and have the Star Trek name (in any form) removed from the URL. Such name change must be completed within sixty (60) days after the execution of this agreement. Plaintiffs will, if requested by Defendants, reasonably cooperate with Defendants’ efforts by communicating (through phone calls, emails and/or letters) to any such website or social media to aid in the change of the name. If Star Trek has not been removed from the URL of a website within sixty (60) days after the execution of this Agreement, Defendants must assign to CBS any such domain names or social media accounts incorporating “Star Trek,” and cooperate with CBS to effectuate the intent of this paragraph. Defendants may not use any Star Trek fonts, logos, or

photographs in any medium for any auctions in connection with Propworx or any other business in which Defendants are involved.

5.5 The Permitted Axanar Segments may use the services of Robert Meyer Burnett, Gary Graham, Kate Vernon, Richard Hatch and J.G. Hertzler. Defendants will not use the services of any other actors that have previously worked on any authorized Star Trek production.

5.6 Neither Robert Meyer Burnett, nor Peters, or anyone else on the production team of the Permitted Axanar Segments will be compensated for any services in connection with the making of the Permitted Axanar Segments.

5.7 Defendants will refrain from creating any reproductions of any of Plaintiffs' Star Trek works in the Permitted Axanar Segments, and agree that they will not create scenes intended to mimic scenes in the Star Trek works.

5.8 Defendants will not attempt to register *Axanar*, the Axanar Works, or the Permitted Axanar Segments under copyright or trademark law, or claim independent or exclusive rights against Plaintiffs.

5.9 Defendants may not themselves, or authorize, induce or license others (directly or indirectly) to, create, manufacture or distribute, any merchandise that is tied to Star Trek, or based on, related to, confusingly similar, or derivative of Star Trek or the elements therein to exploit or raise money for, *Prelude to Axanar*, the Permitted Axanar Segments, or the Documentary described in Paragraph 6 hereinafter, or for any other purpose. To the extent that Defendants sell existing props or costumes used in the production of the Axanar Works, the items themselves, packaging and/or promotion thereof must be prominently identified as "Axanar Fan Production" and may not include the terms Star Trek or the term "official."

5.10 Defendants will only distribute, exhibit or perform the Permitted Axanar Segments by: (a) streaming or exhibiting them on YouTube; (b) by the distribution of recorded copies in accordance with this Paragraph 5.10 and Paragraph 5.11 and (c) at film festivals and conventions, provided that Defendants are not permitted to exhibit, market, or promote Permitted Axanar Segments at any official Star Trek events or conventions; provided that any such method of distribution as set forth in (a), (b) or (c) of this Paragraph 5.10 shall be on a completely non-commercial basis. For this purpose, non-commercial means that absolutely no money is paid to or made by Defendants or anyone else from such distribution, including but not limited to placement of any ads in connection with its distribution, or the collection of any ad revenue, revenue from ticket sales, or compensation or reimbursement of expenses. Defendants agree that the methods of distribution described in this Paragraph 5.10 and Paragraph 5.11 shall be the only means of distribution of the Permitted Axanar Segments, and that any other form of distribution by Defendants shall constitute copyright infringement of Plaintiffs' copyrights.

5.11 Defendants will distribute or give away any existing DVDs and Blu-Rays of *Prelude to Axanar* or the Permitted Axanar Segments as perks to those persons who have donated towards the making of *Prelude to Axanar* or the Permitted Axanar Segments as of the time of the execution of the Settlement Agreement. Defendants will only manufacture additional DVDs and Blu-Rays as perks to satisfy those owed to such existing donors. Within 15 days of the execution of this Settlement Agreement, Defendants must provide Plaintiffs with an accounting of donor numbers and discs produced, distributed, and yet to be distributed. All discs must be distributed to the donors within six (6) months after the release of the Permitted Axanar Segments. Except for ten (10) archival copies of *Prelude to Axanar* and the Permitted Axanar Segments which may be retained by Defendants for their personal use, any remaining inventory

of DVDs shall be turned over to Plaintiffs for destruction within thirty (30) days of the end of the six (6) month period.

5.12 Defendants shall not explicitly or impliedly hold themselves out to, or tell any third parties, that Defendants have a relationship with Plaintiffs, collaborated or are willing to collaborate with Plaintiffs, or doing any work for or are prepared to provide other forms of assistance to Plaintiffs in the future.

5.13 Defendants agree that they will, jointly with Plaintiffs, release to the press and other media a joint statement in the form annexed hereto as Exhibit B.

5.14 For any of Defendants' future fan film production that uses original or distinctive elements from the Star Trek universe (that are not a legally protected parody, satire, or documentary that complies with Paragraph 6 below), Defendants will honor any fan film guidelines that are released by Plaintiffs, including but not limited to the Guidelines.

5.15 Defendants will not use Star Trek or any confusingly similar mark or Axanar in the same of any studio space, or any Star Trek or Axanar elements (including, for example, logos, images, sets, character names, species' names, costumes, props) in the promotion of the leasing of the space, or in the space itself.

5.16 Defendants will not publicly fundraise for the Permitted Axanar Segments, nor accept any publicly-raised funds from others through crowdfunding websites (including, for example Indiegogo, Kickstarter, or GoFundMe) or any other public website (including, for example, Axanarproductions.com or other third party websites) or any social media accounts, including but not limited to any posting on Facebook pages (regardless of whether the account is public or considered a private group). For avoidance of doubt, Defendants may accept donations solicited privately to fund the Permitted Axanar Segments through email, mail, private Facebook

messages (not posted on any wall), or phone, and may speak directly to other private individuals, so long as no public statements or requests are made with respect to fundraising, including but not limited to public statements or requests at Star Trek or Comic Con conventions, or any other convention or public gathering. For the avoidance of doubt, Defendants shall remove all statements, requests, postings, solicitations or requests to donate (or such terms as “donate” or “click here to contact for donations” or similar terms or statements) from all public websites, including any of Defendants websites. On the condition that all of the restrictions in this Paragraph are followed by Defendants, Plaintiffs will not object if more money is privately raised for the Permitted Axanar Segments than would otherwise be allowed under the Guidelines.

5.17 The Permitted Axanar Segments may not be released within three (3) months before or one (1) month after the release of the first episode of the upcoming television series, *Star Trek: Discovery*. While that series is scheduled to debut in May of 2017, in the event that the debut changes from May 2017, Defendants will not release the Permitted Axanar Segments within three (3) months before one (1) month after the release of the first episode of *Star Trek: Discovery*, as long as there is a public announcement about the change to the release date made at least sixty (60) days before May 2017, or any other future altered release date.

6. DOCUMENTARY.

With respect to any documentary that Defendants create or participate in (whether by interview, producing, directing, distributing, promoting or other means) regarding the production of *Prelude to Axanar* and the Permitted Axanar Segments (“the Documentary”), Defendants agree:

a. The Documentary will not reveal any Confidential Information obtained in connection with the Lawsuit;

b. The Documentary will not discuss or depict any documents or testimony that has been designated as Confidential or Highly Confidential in the Lawsuit, will not discuss or disclose the content of any settlement communications from the Lawsuit, and will not discuss legal strategy or any statements made by the parties or their counsel regarding their legal positions in the Lawsuit, including but not limited to any statements or testimony from Justin Lin and J.J. Abrams relating to the Lawsuit;

c. The Documentary may refer to the fact that a lawsuit was filed, and to the fact that the Lawsuit was settled, without revealing any details of this Settlement Agreement or any of its terms. The Documentary may also explain that because of the lawsuit and the underlying dispute, production of the Permitted Axanar Segments was delayed, and the format changed. Other than the foregoing, the Documentary shall not discuss the lawsuit, and any such discussion shall be a breach of the confidentiality provision of this Settlement Agreement.

6.1 The Documentary may not be released within three (3) months before or one (1) month after the release of the first episode of the upcoming television series, *Star Trek: Discovery*. While the series is currently scheduled to debut in May of 2017, in the event that the debut changes from May 2017, Defendants will not release the Documentary within three (3) months before or one (1) month after the release of the first episode of *Star Trek: Discovery*, as long as there is a public announcement about the change to the release date made at least sixty (60) days before May 2017, or any other future altered release date.

6.2 The Documentary is subject to the same conditions and limitations as set forth in Section Paragraphs 5.1, 5.3, 5.9, 5.17 above.

7. REPRESENTATIONS AND WARRANTIES.

The Parties hereto, and each of them, further represent, warrant and agree with each other as follows:

7.1 Each person and entity executing this Settlement Agreement has full power and authority to do so and all necessary resolutions and authorizations have been obtained.

7.2 The warranties and representations contained in this Settlement Agreement shall survive its execution and performance.

7.3 Each Party, and their attorneys, has made such investigation of the facts pertaining to this settlement, and all of the matters pertaining thereto, as they deem necessary.

7.4 This Settlement Agreement is executed by each Party without relying upon any statement or representation by any other party or their representatives concerning the nature and extent of any injury and damages, or legal liability, except as specifically set forth herein.

7.5 Each Party has received independent legal advice from attorneys of their choice with respect to the advisability of entering into this Settlement Agreement, and prior to the execution of this Settlement Agreement, such party and their attorney reviewed this Settlement Agreement and made all desired changes.

7.6 This Settlement Agreement has been carefully read by, the contents hereof are known and understood by, and is signed freely by each Party, and each Party is acting in the absence of coercion, duress or undue influence.

7.7 There have been no other representations, warranties, agreements or understandings between the Parties hereto with respect to the subject matter herein, other than as set forth in this Settlement Agreement.

7.8 Peters represents that prior to the execution of this Settlement Agreement he has reimbursed Axanar Productions for all previous compensation and reimbursement for personal expenses that he received from Axanar Productions.

7.9 Peters represents that the URLs, domain names and/or social media accounts listed I Paragraph 5.4 above, are the only URLs, domain names and/or social media accounts that he or Axanar Productions own or control which contain the name Star Trek, or any variant thereof.

8. CONFIDENTIALITY.

8.1 The terms of this Settlement Agreement and the statements, negotiations, and discussions leading up to or otherwise concerning this Settlement Agreement are strictly confidential, provided that the following will not be confidential:

- a. the fact of settlement;
- b. the fact that Defendants may continue to distribute *Prelude to Axanar* on YouTube consistent with the terms of Paragraph 4 of this Settlement Agreement; and
- c. the fact that Defendants may produce the Permitted Axanar Segments as two fifteen-minute segments to be distributed on YouTube consistent with the terms of Paragraph 5 of this Settlement Agreement.

8.2 Notwithstanding the foregoing, Defendants may disclose:

a. to actors, crew and donors and possible donors for the Permitted Axanar Segments that CBS and Paramount have allowed Defendants to use the services of Robert Meyer Burnett, Gary Graham, Kate Vernon, Richard Hatch and J.G. Hertzler, in connection with the Permitted Axanar Segments, but not for any other Star Trek “fan films” created by Defendants, consistent with the terms of Paragraphs 5.5 and 5.6 of this Settlement Agreement; and **b.** to those donors or possible donors for the Permitted Axanar Segments who are contacted in accordance with the methods that are acceptable under Paragraph 5.16 of this Settlement Agreement, that Defendants are prohibited from any public fundraising, from accepting any publically-raised funds from others and that no one may publicly fundraise on their behalf.

8.3 Notwithstanding the foregoing, the Parties may disclose the terms of this Settlement Agreement:

- a.** As required to enforce its terms;
- b.** As necessary to inform legal counsel, financial advisors, tax preparers, and taxing authorities of the Parties’ legal and financial affairs, but only on a strict “need to know” basis and provided they comply with the obligations set forth in this Paragraph 8; or
- c.** If compelled to do so by legal process, including without limitation a subpoena duces tecum, or other court order or proceeding required by law.

9. GENERAL PROVISIONS.

9.1 No supplement, modification, waiver or termination of this Settlement Agreement shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any of the provisions of this Settlement Agreement shall be deemed to constitute a waiver of any of the other provisions hereof, whether or not similar, nor shall such waiver constitute a continuing waiver. The failure to promptly exercise any remedy under this Settlement Agreement shall not be a waiver of such remedy or the ability to exercise that remedy at any later time.

9.2 Each of the Parties hereto shall execute and deliver any and all necessary and reasonable additional papers, notarized documents, and other assurances and shall do any and all other acts and things necessary and reasonable in connection with the performance of their obligations hereunder and to carry out the intent of this Settlement Agreement.

9.3 This Settlement Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto, and each of them.

9.4 This Settlement Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument. Delivery of signature pages by facsimile or electronic image file shall be as effective as delivery as are original ink signatures.

10. DISPUTE RESOLUTION.

This Settlement Agreement shall be construed in accordance with, and be governed and enforced by, the laws of the State of California. In the event of a breach by any Party of this Agreement, the non-breaching Party shall send written notice of such breach to the allegedly breaching Party. If such breach is not completely cured within ten (10) business days

of the sending of such notice (which notice shall be sent by both e-mail and regular mail to the addresses provided below), the non-breaching party may commence a proceeding for such breach as provided in this paragraph.

The Parties agree that except as set forth herein, any controversy or claim arising out of or relating to this Settlement Agreement, or any breach thereof, including, without limitation, any controversy relating to the arbitrability of any dispute, shall be submitted to Arbitration with JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Any such arbitration shall be governed by California law, shall take place before a single arbitrator and will take place in Los Angeles, California. The arbitrator shall be selected in the following manner: JAMS will provide a list of ten (10) potential arbitrators to the Parties. Each Party may strike up to four (4) names from this list. With respect to the names not stricken by a Party, the Party shall rank the remaining potential arbitrators in order of preference, and return the list to JAMS. From the lists furnished by the Parties, JAMS shall select the arbitrator that was not stricken by any Party, and whose cumulative rank is highest among the Parties.

It is agreed that with respect to any violation by Defendants of this settlement agreement with respect to *Prelude to Axanar*, or the Permitted Axanar Segments, the Arbitrator shall be authorized to grant injunctive relief, including preliminary injunctive relief, and that such judgment of injunctive relief may be entered and enforced in any appropriate court of law. In any arbitration between the parties, the arbitrator shall award reasonable attorneys' fees and costs to the prevailing party. Further, notwithstanding anything to the contrary in the foregoing, if Defendants create any works using Star Trek copyrighted elements other than *Prelude to Axanar* and the Permitted Axanar Segments, any dispute regarding those works shall not be subject to this agreement to arbitrate; rather, any action involving such works shall only be

brought in the appropriate court, and the decision as to whether such dispute is arbitrable shall be made by the Court, and not by any arbitrator.

11. NOTICE PROVISION

Any notices required to be sent under this Agreement shall be sent to the following addresses:

To CBS

Mallory Levitt, Esq.
CBS Corporation
51 West 52nd Street
New York, New York 10019-6188
mallory.levitt@cbs.com

To Paramount

Daniel Cooper, Esq.
Paramount Pictures Corporation
5555 Melrose Avenue
Hollywood, CA 90038
daniel.cooper@paramount.com

To Alec Peters and Axanar Productions, Inc.

Sheldon E. Friedman
Attorney At Law
sfriedman@fdmlaw.com
Tel: 404.236.8604
Fax: 404.236.8601
Friedman, Dever & Merlin, LLC
5555 Glenridge Connector, NE Suite 925
Atlanta, Georgia 30342

And

alec@propworx.com
alec@axanarproductions.com
bawdenlareaupr@gmail.com

12. RETURN OR DESTRUCTION OF MATERIALS.

Within thirty (30) days of the execution of this Settlement Agreement, the Parties and their counsel shall return all documents received in this action that were designated as “CONFIDENTIAL INFORMATION” or as “HIGHLY CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” pursuant to the parties’ stipulated Protective Order. In lieu of returning all such material, counsel for the Parties may certify that all such documents have been destroyed. This paragraph shall not apply to work product of counsel, or to counsel’s copies of pleadings, briefs or declarations.

IN WITNESS WHEREOF, the parties hereto have approved and executed this agreement on the date set forth opposite their respective signatures.

ACCEPTED AND AGREED:

DATED: _____

PARAMOUNT PICTURES CORPORATION

By: _____

DATED: _____

CBS STUDIOS INC.

By: _____

DATED: _____

AXANAR PRODUCTIONS, INC.

By: _____

DATED: _____

ALEC PETERS

